

CITY COUNCIL AGENDA

1. Call To Order

2. Roll Call

3. Meditation And Pledge Of Allegiance To The Flag

4. Consent Agenda - Approval Of Staff Recommendations

*(Items on the Consent Agenda [marked by *] will be approved as recommended by staff, subject to removal from the Consent Agenda by Council.)*

5. Approval Of Agenda And Additions

6. Presentations

- o. Anacostia Trails Heritage Area Update:
Aaron Marcavitch, Executive Director of the Anacostia Trails Heritage Area, will be present to provide an update on the organization. (CM)

7. Petitions And Requests

(Petitions received at the meeting will not be acted upon by the City Council at this meeting unless Council waives its Standing Rules)

8. Minutes Of Council Meetings

- o. Minutes – Executive Session Of February 6, 2017
In order to approve these minutes, the following motion is needed:

I move that the minutes of the executive session of the City Council held Monday, February 6, 2017, at 7:18 p.m. in the Library of the Municipal Building be approved as presented. Council held this closed meeting in accordance with the General Provisions Article, §3-305(b)(1) and (8) of the Annotated Code of the Public General Laws of Maryland to discuss: 1) a personnel matter (reassignment of staff during the City Manager transition); and 2) pending or potential litigation. (CM)

- o. * Interviews, February 15, 2017

Documents:

[INT170215.PDF](#)

- o. * Interview, February 22, 2017

Documents:

[INT170222.PDF](#)

9. Administrative Reports

10. *Committee Reports

Council will report on meetings and conferences recently attended. (If time allows)

11. A Resolution To Authorize The Negotiated Purchase Of Consultant Work To Develop A Recreation And Park Facilities

Master Plan for the City of Greenbelt from GreenPlay, LLC at a Cost Not to Exceed \$50,000

-2nd Reading, Adoption

Reference: Resolution
Memorandum, J. McNeal, 01/30/2017
Request for Proposals
Proposal, GreenPlay LLC
Proposal, Bradley Site Design

The Fiscal Year 2017 budget includes \$50,000 to conduct a Recreation and Park Facilities Master Plan. Staff prepared and advertised a Request for Proposals (RFP). Responses were received from three (3) firms: GreenPlay LLC, PROS Consulting and Bradley Site Design. The proposals received from GreenPlay LLC and Bradley Site Design were within the budgeted amount. The proposal received from PROS Consulting was \$25,000 over the amount budgeted for the work.

Recreation Department staff thoroughly reviewed the proposals received from GreenPlay LLC and Bradley Site Design, conducted interviews of the consultants from both firms and checked on references. Staff has identified the proposal submitted from GreenPlay LLC as best suited to meet the needs of the City.

The GreenPlay LLC proposal outlines a comprehensive approach to soliciting input from the citizens, staff and Council. The proposal illustrates a detailed approach to evaluating the current facilities and the development of realistic recommendations based on Greenbelt's needs moving forward. GreenPlay LLC has over 15 years of experience specializing in the development of community recreation and park master plans including projects completed in Prince George's County and other communities in Maryland. The project team is well rounded and represents several professional disciplines that are required to complete a comprehensive recreation and park facilities master plan. Further, the Project Manager is based locally in Maryland.

Ms. Mach introduced this resolution for first reading at the last meeting. It is recommended the resolution be introduced for second reading and moved for adoption tonight. (JM)

Documents:

[RESOLUTION.PDF](#)
[MEMORANDUM, J. MCNEAL, 01-30-2017.PDF](#)
[REQUEST FOR PROPOSALS.PDF](#)
[PROPOSAL, GREENPLAY LLC.PDF](#)
[PROPOSAL, BRADLEY SITE DESIGN.PDF](#)

12. A Resolution To Authorize The Negotiated Purchase Of Landscaping Services

from Lorenz, Inc. at a Cost Not to Exceed \$47,984

-2nd Reading, Adoption

Reference: Resolution
Memorandum, R. Fink, 02/08/2017
Request for Proposals
Proposal, Lorenz, Inc.
Pre-Proposal Meeting Sign-In Sheet

The Fiscal Year 2017 budget includes \$52,000 for lawn mowing and landscaping services. Staff prepared and advertised a Request for Proposals. Responses were received from three (3) firms: Lorenz, Inc. - \$47,984; 2) Cypress Services - \$98,000; and 3) R.H. Hilario's Landscaping LLC - \$169,400.

Public Works staff carefully reviewed the proposals received and has determined that the proposal submitted from Lorenz, Inc. is best suited to meet the needs of the City.

Ms. Davis introduced this resolution for first reading at the last meeting. It is recommended the resolution be introduced for second reading and moved for adoption tonight. (RF)

Documents:

[RESOLUTION_.PDF](#)
[MEMORANDUM, R. FINK, 02-08-2017.PDF](#)
[REQUEST FOR PROPOSALS_.PDF](#)
[PROPOSAL, LORENZ, INC..PDF](#)
[PRE-PROPOSAL MEETING SIGN-IN SHEET.PDF](#)

13. An Ordinance To Amend Greenbelt City Code, Chapter 2 “Administration,” Article IV,

“Public Ethics,” Sec. 2-111 “Financial Disclosure – Elected Officials, Appointed Officials and Employees” to Amend the Real Property Reporting Requirements for Certain Employees
-1st Reading

Reference: Ordinance
Draft Financial Disclosure Statement

At its work session on February 15, 2017, Council discussed revisions to the ethics reporting requirements for the Assistant City Manager, City Clerk, Assistant Directors of City Departments and Police Captains. These revisions include the elimination of the personal addresses of property owned for these individuals. After discussion, Council requested staff draft an ordinance amending the reporting requirements for these employees.

It is recommended the ordinance be introduced for first reading. (CM)

Documents:

[ORDINANCE.PDF](#)
[DRAFT FINANCIAL DISCLOSURE STATEMENT.PDF](#)

14. Audit Services For FY 2017

Reference: Memorandum, J. Williams, 04/07/2016
Memorandum, J. Williams, 02/23/2017

Council needs to select a firm to audit the City's financial records for FY 2017. The audit of the FY 2017 financial records will occur in FY 2018. The amount budgeted for this service is \$35,000.

Cohn Reznick, LLC, performed the audits for FY 2014, 2015 and 2016. With the assistance of Cohn Reznick, LLC, the City earned its thirty-second consecutive Comprehensive Annual Financial Report (CAFR) award from the Government Finance Officers Association (GFOA) for FY 2015. The GFOA has not completed its review of the 2016 CAFR.

Since the auditor reviews and critiques staff's financial record-keeping, it is inappropriate for staff to make a recommendation on the auditor. Attached are memorandums from Jeffrey Williams, City Treasurer, indicating staff's thoughts on the value of retaining the same auditor for a number of years and information on the auditing practices of other municipalities. Mr. Williams will be present at the meeting.

Council direction is sought. (JW)

Documents:

[MEMORANDUM, J. WILLIAMS, 04-07-2016.PDF](#)
[MEMORANDUM, J. WILLIAMS, 02-23-2017.PDF](#)

15. Zoning Rewrite Module 3 – Clarification Of Comments To Maryland National Capital Park and Planning Commission

Reference: Draft Letter

Maryland National Capital Park and Planning Commission (M-NCPPC) has asked that Council clarify its position related to the designation of the outer Beltway neighborhoods of the city as outer Beltway areas with respect to the administration of the zoning ordinance.

Celia Craze, Director of Planning and Community Development, will be present to discuss the impact of such a designation. (CC)

Documents:

[DRAFT LETTER.PDF](#)

16. State Legislation

Reference:

SB 280/HB 1239

HB 238

HB 859

HB 1238

SB 835/HB 1362

SB 995/HB 1266

SB 280/HB 1239 – Nonwoven Disposable Products

This legislation would prohibit a manufacturer of nonwoven disposable wipes from labeling them as flushable unless they meet the bill's definition of flushable. Further, the bill would require that such a product to be labeled as not safe to flush. These non-flushable wipes create significant problems for wastewater treatment plants and the environment. The Maryland Municipal League (MML) Legislative Committee and the Metropolitan Washington Council of Governments both support this legislation.

It is recommended Council support SB 280/HB 1239.

HB 238 – Workforce Housing Grant Program

A Workforce Housing Grant Program was enacted in 2006 but has not been funded. This program would provide funds to local governments for workforce housing programs. This bill would mandate that at least \$4,000,000 is appropriated annually from FY 2019-2023 for this grant program. The MML Legislative Committee voted to support this bill.

It is recommended Council support HB 238.

HB 859 – Chain Stores - Personal Property Tax Exemption

This bill would exempt certain businesses from the personal property tax imposed by a municipality on business inventory. The MML Legislative Committee voted to oppose

this bill.

It is recommended Council oppose HB 859.

HB 1238 – Personal Property Tax – Exemption for Business Personal Property

This bill would exempt most business personal property from property tax imposed by a County or municipality. The MML Legislative Committee voted to oppose this bill.

It is recommended Council oppose HB 1238.

SB 835/HB 1362 – Maryland Law Enforcement & Governmental Trust Act

This statewide legislation would place limits on law enforcement and other government personnel regarding immigration enforcement. At the last regular meeting, Michael Hartman requested that the City consider supporting this legislation. Hearings in the Senate (February 21) and House (February 28) have been held. The City's Legislative Delegation are co-sponsors of this bill and it was discussed at the Legislative Dinner.

Council direction is sought.

SB 995/HB 1266 – Movie Theater Liquor License

This legislation would allow for a BLX license for movie theaters. The legislation requires: 1) a \$1,000,000 investment in kitchen and dining equipment; 2) food sales must exceed alcohol sales; and 3) alcohol can only be served while movies are being shown. If approved, this legislation would allow the AMC theaters at Beltway Plaza to apply for such a license. This bill is under consideration by the Prince George's Delegation and will be considered by the Law Enforcement Subcommittee chaired by Delegate Washington.

Council direction is sought. (DEM)

Documents:

[SB280-HB1239.PDF](#)
[HB238.PDF](#)
[HB 859.PDF](#)
[HB1238.PDF](#)
[SB835-HB1362.PDF](#)
[SB995-HB1266.PDF](#)

17. Council Activities

Council will report on activities and events recently attended. (If time allows.)

18. *Committee Reports

Council will report on meetings and conferences recently attended. (If time allows)

19. * Referral To The Advisory Committee On Trees

Reference: Petition, R. Snyder

At the last meeting, Bob Snyder submitted a petition requesting Council expand the number of citizen members on the Advisory Committee on Trees (ACT) from three (3) members to seven (7) to (9) members. Council discussed the petition at its February 15, 2017, work session on Petitions & Requests and suggested it be referred to ACT for review.

Approval of this item on the consent agenda will indicate Council's intent to refer Mr.

Snyder's petition to ACT. (CM)

Documents:

[PETITION, R. SNYDER.PDF](#)

20. * Renewal Of County Liquor Licenses

Reference: Notice, Board of License Commissioners (Liquor Board)

The City has received notification from the County Board of License Commissioners that all licenses within the City are up for renewal beginning this spring. The City has until March 1, 2017, to file a protest of any license renewal.

The Police and Planning and Community Development Departments have reviewed the list of licensees and report no issues or opposition regarding these renewals.

Staff recommends Council take no position on these renewals. Approval of this item on the consent agenda will indicate Council's intent to take no position on these renewals. (CM)

Documents:

[NOTICE, BOARD OF LICENSE COMMISSIONERS \(LIQUOR BOARD\).PDF](#)

21. * Appointments To Advisory Groups

Reference: Applications

Council recently interviewed several applicants for advisory group vacancies.

Approval of this item on the consent agenda will indicate Council's intent to appoint Stephane Eding to the Park and Recreation Advisory Board and Lisa Behuncik and Richard Marcus to the Employee Relations Board. (CM)

22. * Reappointment To Advisory Group

Reference: Reappointment Survey

Jamie Krauk has indicated her willingness to continue to serve on the Community Relations Advisory Board (CRAB).

Approval of this item on the consent agenda will indicate Council's intent to appoint Ms. Krauk to a new term on CRAB. (CM)

23. * Resignation From Advisory Group

Reference: Email, K. Blue, 02/14/2017

Ken Blue has submitted his resignation from the Park and Recreation Advisory Board.

Approval of this item on the consent agenda will indicate Council's intent to accept Mr. Blue's resignation with regret. (CM)

WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, February 15, 2017, for the purpose of interviewing candidates for City Advisory Groups.

The meeting began at 7:26 p.m. It was held in the Planning Conference Room of the Community Center.

PRESENT WERE: Councilmembers Judith F. Davis, Leta M. Mach, Silke I. Pope, Edward V. J. Putens and Mayor Emmett V. Jordan. Councilmember Rodney M. Roberts was detained at work and arrived at 7:31 p.m. Councilmember Konrad E. Herling was unable to attend.

STAFF PRESENT: Cindy Murray, City Clerk.

Lisa Behuncik and Janeen Miller were interviewed for appointments to the Employee Relations Board.

The meeting was adjourned at 7:58 p.m.

Respectfully submitted,

*Cindy Murray
City Clerk*

WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, February 22, 2017, for the purpose of interviewing candidates for City Advisory Groups.

The meeting began at 7:26 p.m. It was held in the Planning Conference Room of the Community Center.

PRESENT WERE: Councilmembers Judith F. Davis, Leta M. Mach, Silke I. Pope, Edward V. J. Putens and Mayor Emmett V. Jordan. Councilmembers Konrad E. Herling was unable to attend due to a personal commitment. Councilmember Rodney M. Roberts was detained at work.

STAFF PRESENT: Cindy Murray, City Clerk.

Richard Marcus was interviewed for appointment to the Employee Relations Board.

The meeting was adjourned at 7:50 p.m.

Respectfully submitted,

*Cindy Murray
City Clerk*

Introduced:
1st Reading: February 13, 2017
Passed:
Posted:
Effective:

RESOLUTION NUMBER XXX

A RESOLUTION TO AUTHORIZE THE NEGOTIATED PURCHASE OF CONSULTANT WORK TO DEVELOP A RECREATION AND PARK FACILITIES MASTER PLAN FOR THE CITY OF GREENBELT FROM GREENPLAY, LLC AT A COST NOT TO EXCEED \$50,000

WHEREAS, the City of Greenbelt seeks the services of a qualified consultant to prepare a comprehensive Recreation and Park Facilities Master Plan to guide the City in decision making over the next ten (10) or more years; and

WHEREAS, the FY 2017 Greenbelt West Infrastructure Fund includes funding for this work; and

WHEREAS, the City solicited responses from qualified consultants through a Request For Proposals and received three (3) responses; and

WHEREAS, the City conducted reference checks and conducted interviews of responding consultants whose proposals were within the established budget to conduct a Recreation and Park Facilities Master Plan for the City of Greenbelt; and

WHEREAS, City staff have found one of the consultants who submitted a proposal to be highly qualified, with experience in Maryland and Prince George's County in the development of community master plans. NOW, THEREFORE,

BE IT RESOLVED by the Council of the City of Greenbelt, Maryland that the City Manager be authorized to contract with GreenPlay, LLC for the development of a Recreation and Park Facilities Master Plan for the City of Greenbelt as outlined in their proposal dated November 22, 2016, at a cost not to exceed \$50,000.

BE IT FURTHER RESOLVED that this resolution shall be effective immediately upon its passage.

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting of February 27, 2017.

Emmett V. Jordan, Mayor

ATTEST:

Cindy Murray, City Clerk

MEMORANDUM

TO: NICOLE ARD, CITY MANAGER
FROM: JOE MCNEAL, ASSISTANT DIRECTOR OF RECREATION FACILITIES
VIA: JULIE MCHALE, DIRECTOR OF RECREATION
SUBJECT: RECREATION AND PARK FACILITIES MASTER PLAN - CONSULTANT
RECOMMENDATION
DATE: JANUARY 30, 2017
CC: DAVID MORAN, ASSISTANT CITY MANAGER
TERRI HRUBY, ASSISTANT DIR. OF PLANNING AND COMM. DEVELOPMENT
GREG VARDA, ASSISTANT DIRECTOR OF RECREATION PROGRAMS

BACKGROUND

In FY 17 the City budgeted \$50,000 to conduct a Recreation and Park Facilities Master Plan. Staff prepared and advertised a Request For Proposals (RFP) in mid-October to solicit proposals for this work. A pre-submission meeting was held with prospective respondents in late October and seven (7) firms were represented at this meeting. The scope of work for the project was reviewed, including the importance of conducting several meetings to gather input from the community, the Park and Recreation Advisory Board, City Council and other community groups throughout the project. Responses to the RFP were due in late November and proposals were received from three (3) firms. They are; GreenPlay LLC, PROS Consulting and Bradley Site Design. The proposals received from GreenPlay LLC and Bradley Site Design were within the budgeted amount. The third proposal received was from PROS Consulting and was \$25,000 over the amount budgeted for the work. The staff review panel interviewed representatives from the two firms that provided proposals on budget. Copies of their proposals are attached.

DISCUSSION

Terri Hruby, Assistant Planning Director, Greg Varda, Assistant Director of Recreation Programs and I met with representatives from GreenPlay LLC (GP) and Bradley Site Design (BSD) to review and discuss proposals submitted. Staff was impressed with the proposal received from GP. It outlines a comprehensive approach to soliciting input from the citizens, staff and City Council and illustrates a detailed approach to evaluating the current facilities and the development of realistic recommendations based on Greenbelt's needs moving forward. GreenPlay LLC has over 15 years of experience specializing in the development of community recreation and park master plans including projects completed in Prince George's County and other communities in Maryland. The project team is well rounded and represents several professional disciplines that are required to complete a comprehensive recreation and park facilities master plan. Further, the GP Project Manager is based locally in Maryland.

The proposal provided by BSD demonstrates experience in specific site design and development however the firms experience in community master planning is not evident through the proposal submitted or the references provided. The proposal did not address

in detail how BSD would approach the project. Further, it did not provide for a statistically valid survey as required in the RFP. Based on the proposal and the meeting with the BSD principal, staff has concerns related to the firm's ability to deliver the plan being sought.

RECOMMENATION

Based on the review of the proposals submitted, positive reference checks and the consultant interviews conducted, staff unanimously recommends the City contract with GreenPlay LLC of Louisville, Colorado through a resolution for negotiated purchase at a fixed firm price of \$50,000. Council approval is sought.

ATTACHMENTS:

- GreenPlay LLC Proposal
- Bradley Site Design Proposal
- RFP Document

**CITY OF GREENBELT, MARYLAND
REQUEST FOR PROPOSAL**

Recreation & Park Facilities Master Plan

Invitation

The City of Greenbelt invites proposals from qualified firms to provide professional services to develop a recreation and parks facilities master plan including a needs analysis and assessment of city recreation and park facilities. The assessment should create a roadmap for ensuring an appropriate balance of facilities and amenities throughout the community now and into the future. The City is seeking a system wide approach to evaluating recreation and parks facilities and amenities in order to develop goals, policies and guidelines along with achievable strategies. The work from this study will be used as a resource for future development and redevelopment of the City's parks, open space, and recreation system over the next 10 or more years.

Four (4) copies of each proposal shall be placed in a sealed envelope and identified as "Proposal for Recreation and Park Facilities Master Plan of the City of Greenbelt."

Proposals shall be delivered to:

City of Greenbelt
ATTN: Joe McNeal, Assistant Director of Recreation
Finance Office
25 Crescent Road
Greenbelt, MD 20770

The deadline for submission of proposals is Tuesday, November 22, 2016 at 4:00 p.m. Proposals received after the specified time and date shall not be considered.

There is an optional pre-submission conference scheduled for Thursday, October 27, 2016 at 10:00 a.m. in the Council Chambers of the Municipal Building, 25 Crescent Road, Greenbelt, Maryland.

REQUEST FOR PROPOSAL CITY OF GREENBELT

Recreation and Park Facilities Master Plan

The City of Greenbelt (hereinafter "City") is seeking a provider (hereinafter "Consultant") to develop a master plan and conduct a needs analysis and assessment of recreation and parks facilities located in the City of Greenbelt.

Background

The City of Greenbelt was founded in 1937 and is a suburb of Washington, D.C., located in the northern area of Prince George's County. There are three primary neighborhoods located in the City - Historic Greenbelt, Greenbelt East and Greenbelt West. The historic area of Greenbelt was designated a National Historic Landmark by the United States in 1997. Greenbelt is one of three "planned" communities developed under President Franklin D. Roosevelt's administration in the early 1930's. Greenbelt is approximately 6 square miles and has a population of about 23,000. City recreation facilities include two recreation centers, a 55,000 square foot community center, an indoor and outdoor swimming pool, a fitness center, 8 athletic fields, 10 tennis courts, 22 playgrounds and 528 acres of parkland, including scenic Greenbelt Lake.

There are 3 elementary schools, 1 middle school and 1 high school located in the City which serves the resident student population as well as neighboring communities. The total number of students served is 6,853 as of 2014.

The City is essentially built out except for one remaining area under development located in the Greenbelt West neighborhood which (when completed) will result in an increase of approximately 900 additional dwellings. Further, the City is being strongly considered as a site for relocating the Federal Bureau of Investigation national headquarters. This too would be located in the Greenbelt West neighborhood. Should this occur, it is expected 11,000 jobs would be relocated there from elsewhere in the Washington, D.C. area. The improvement would also include a mixed-use development.

Project Description

The City is seeking proposals from qualified firms to provide professional services to develop a Recreation and Parks Facilities Master Plan. The City has a long standing commitment to providing high quality recreation and park facilities for its citizens. The consultant will collect and analyze data to understand what is available, what is needed and develop a master plan for the City's recreation and park system aimed at the next 10 or more years. The consultant will work closely with City staff and various appointed groups in preparing the Facilities Master Plan. This process is to include developing a comprehensive inventory, assessment of that inventory and an analysis of forecasted needs and implementation strategies. The consultant will create a document for distribution to the public.

The Scope of Work is to Include:

Public Process

- Identify, describe and implement a comprehensive strategy and methodology for citizen involvement in this process.
- Assure that residents, user groups, associations, and other stakeholders are provided an opportunity to participate in the development of this plan.
- Conduct three (3) community meetings and/or presentations to provide broad based community input.
- Conduct minimum of two (2) meetings with the City Council and/or Parks and Recreation Advisory Board to solicit their perspective and input.
- Act as professional facilitators to gather specific information about services, use, preferences and agency strengths, weaknesses, opportunities and threats.
- Provide well-organized and directed activities, techniques and formats which will ensure a positive, open and proactive public participation process is achieved.
- Provide written records and summaries of the results of all public process and communications strategies.
- Help to build consensus and agreement on the plan. If consensus is not possible, provide information to allow for appropriate decision making by the City.
- Provide methods to gain feedback from as many citizens as possible, including users and non-users of the services and facilities.

Statistically Valid Survey

- Provide a city-wide statistically-valid community needs assessment survey with a return rate that accurately represents a sampling of the community population to identify community needs and issues on the recreation and park programs and facilities. This survey will be used as a baseline to determine needs, desires, ability and willingness to pay.

Demographics and Trends

- Review and interpret demographic trends and characteristics of Greenbelt using information from the City and other sources

Existing and Future Facilities – Analysis of Level of Service

- Compile an inventory and assessment of the existing recreation and park facilities in GIS. The assessment will include a comparative analysis to communities of similar size and density regionally using nationally accepted standards. The analysis should consider the location and capacity of each amenity found within the system (playgrounds, ball fields, natural areas, special facilities, etc.) as well as functionality, accessibility, condition, comfort and convenience. The analysis will also include identification of best possible providers of community and recreation services and recommendations for minimizing duplication and enhancing possibilities for partnerships where appropriate.

Rank and Prioritize Demand and Opportunities

- Prioritize recommendations for needs regarding the development of recreation and park facilities and land acquisition.
- Develop a set of prioritized recommendations for maintenance and renovation of recreation and park facilities.

Progress Reporting

- The consultant and the City's Project Manager shall hold progress meetings as often as necessary, at least once per month until the final plan is approved by the City Council. The consultant shall supply the Project Manager with at least one (1) copy of all completed or partially completed reports, studies, forecasts, maps or plans as deemed necessary by the Project Manager at least three (3) working days before each progress meeting. The Project Manager shall schedule the meetings, as necessary, at key times during the development of the Master Plan.

Action Plan

- Collect and analyze demographic information for the community.
- Collect and analyze information on participation, needs, desires, operations, programming and land use trends and make Level of Service recommendations.
- Identify areas of service shortfalls and projected future trends.
- Provide useable and workable definitions and recommendations for designated park and open space with acreages and parameters defined as appropriate.
- Develop recommendations for operations, staffing, maintenance, programming and funding needs.
- Develop a definitive program for acquisition and development of any recommendations.

- Provide a maintenance and operation analysis.
- Identify opportunities for available funding and acquisition alternatives.
- Develop an action plan which includes strategies, priorities and an analysis of budget support and funding mechanisms for the short term, mid-term and long term for the recreation and park facilities system.

Development of Final Plans and Supporting Materials

- The Master Plan must include written goals, plans, objectives, and policy statements that articulate a clear vision, “road map” and model for the Recreation and Park Department’s future.
- A summary of existing conditions, existing and future demand, inventories and Level of Service analysis.
- Charts, graphs, maps and other data as needed to support the plan and its presentation to the appropriate audiences.
- A financial plan.
- A minimum of two (2) meetings with the City Council, one at the time of the presentation of the draft Master Plan, and one at the adoption of the final Master Plan.
- A color version of the draft report document plan consisting of one (1) printed and bound color copy and an electronic copy in a format compatible with the City’s software.
- A color version of the final report document/plan consisting of one (1) printed and bound color copies and an electronic copy in a format compatible with the City’s software.

Note: The City shall be responsible for the arrangement, notice and any other costs associated with the above meeting schedules. The consultant shall review with the City’s Project Manager all prepared information for the public meetings at least three (3) days prior to the scheduled meetings.

Items to be provided by the City of Greenbelt

- A City assigned Project Manager.
- Copies of all relevant existing studies, plans, programs, and other data and access to all applicable records.
- Assistance with on-going community meetings.

All proposals should include the following background information:

- A Letter of Submission shall include the name, address and telephone number of the person(s) who is authorized to legally represent the firm.
- Any confidential or proprietary material contained in the proposal shall be clearly indicated and marked as "Confidential."
- Background on the firm and its experience in preparing Master Plans for public agencies; of particular interest are projects involving communities that have characteristics similar to the City of Greenbelt.
- A narrative that presents the services the firm would provide detailing the approach, methodology, deliverables and client meetings to be provided.
- Identification of the personnel to be assigned to this project including a résumé of related experience.
- A timeline for preparation and implementation of the Master Plan and its components.
- A summary of professional liability and errors and omission insurance coverage the firm maintains.
- At least five (5) public agency references for projects of a similar nature to minimally include client, location, contact person, contact information (telephone/e-mail address), and a brief summary description of the projects.
- Provide in a separate sealed envelope the project cost for services in an itemized work format. The project cost for services shall be a "not-to-exceed cost for services."

Proposal Response

The proposal response submitted shall contain all information as requested herein, and any additional information necessary to summarize the overall benefit of the proposal to the City. Proposing firms should submit **four (4)** copies of the proposal no later than 4:00 p.m. on Tuesday, November 22, 2016. Submittals should be directed to:

**Joe McNeal, Assistant Director of Recreation
City of Greenbelt
Finance Office
25 Crescent Road
Greenbelt, Md. 20770**

The submittal of a proposal shall be taken as prima facie evidence that the proposing individual/firm has full knowledge of the scope, nature, quality, and quantity of the project to be performed and the detailed requirements and conditions under which the project is to be

performed. This solicitation does not commit the City of Greenbelt to award a contract, to pay any cost incurred with the preparation of a proposal, or to procure or contract for services or supplies. The City of Greenbelt reserves the right to accept or reject any or all proposals received in response to this request, to negotiate with any qualified source, or cancel in whole or part this proposal process if it is in the best interest of the City to do so. Subsequent to contract negotiations, prospective consultants may be required to submit revisions to their proposals. All Proposers should note that any contract pursuant to this solicitation is dependent upon the recommendation of the City staff and the approval of the Greenbelt City Council.

Project Budget Range: A budget of \$50,000 has been established for this project
Preliminary Project Schedule

The following tentative schedule is anticipated for selection, contract negotiations and contract award. Contract award will be expected in January 2017. The Master Plan associated with this proposal will commence on or about February 2017. The timeline that is projected for the preparation and completion of the Greenbelt Recreation and Park Facilities Master Plan is nine (9) months from the City Council award date

General Requirement of the Selected Proposing Firm

- Enter into a contract with the City. (These documents and proposal submittals become the contract)
- Maintain insurance coverage for the duration of the contract period
- Prohibited from assigning or subcontracting the whole or any part of the contract without the prior written consent of the City
- Shall not hire, discharge, promote, demote or otherwise discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified solely because of race, creed, gender, sexual orientation, national origin, ancestry, physical or mental disability, color or age
- Contractor shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof
- The City has a Living Wage Policy. Any contractor to the City with a contract valued at \$50,000 or more must comply with the City's policy and pay all its employees a Living Wage or higher. All City contractors are encouraged to pay a living wage. The Living Wage is set July 1 of each year based on the State of Maryland, Living Wage which is set by the State's Division of Labor and Industry.
- Operate as an independent contractor and will not be considered employee(s) of the City of Greenbelt
- Successful consultant will be paid on actual invoices as work is completed

Evaluation Criteria

Selection of the successful firm with whom negotiations shall commence will be made through an evaluation process based on the following criteria:

Percent Component

25%	Project Approach
20%	Project Team
30%	Past Project Experience & Client References
15%	Project Fee Structure & Cost Estimate
10%	Project Schedule

Request for Proposal

Add Alternate

Please submit a separate proposal for the following items. In addition, please provide an individual price breakdown for each of the two (2) components. The City of Greenbelt, reserves the right to accept individual components, multiple components and/or reject all components.

Facility Maintenance Management Plan

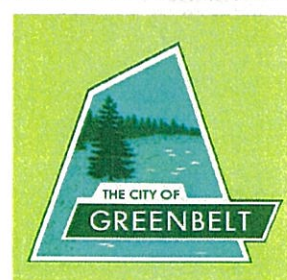
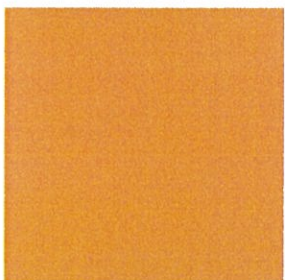
The Facility Maintenance Management Plan will be for Recreation facilities and other built structures within the Recreation Department. The plan will identify recommendations for routine and preventative maintenance programs, work management, asset lifecycle management, customer feedback program, performance measurements, staffing levels and equipment management.

Departmental Fee Philosophy

Review departmental fees and develop a departmental fee philosophy through benchmarking best practices in comparable cities, community and departmental input, etc.



PROPOSAL FOR PROFESSIONAL PLANNING SERVICES



Recreation & Park Facilities Master Plan Greenbelt, Maryland

Submittal Date: November 22, 2016

GREENPLAY LLC

*The Leading Edge In Parks, Recreation,
And Open Space Consulting*

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I. Letter of Submission



November 22, 2016

City of Greenbelt
Attn: Joe McNeal, Assistant Director of Recreation
Finance Office
25 Crescent Rd.
Greenbelt, MD 20770

Mr. McNeal and Selection Committee:

GreenPlay, LLC, is pleased to submit our qualifications to develop a Recreation and Park Facilities Master Plan for the City of Greenbelt. We have been providing parks and recreation master and strategic plans and related services for cities in the Washington, D.C. metropolitan area and around the country since 1999, including the 2010 and Beyond Strategic Plan for the M-NCPPC Prince George's County Parks and Recreation Department. We have also completed similar projects for the D.C. area communities of Baltimore City and Montgomery County, Maryland, and Arlington County and Alexandria, Virginia. Along with these communities, we have shared our parks and recreation planning expertise to over 400 others in the United States.

Our Team will consist of **Adam Bossi** as Project Manager, **Art Thatcher, MPA, CPRP**, as Principal-in-Charge, **Dylan Packebush, MBA, CPRP**, as Project Consultant, and me, **Teresa Penbrooke, PhD Candidate, CPRE**, as Contracting Principal-in-Charge. We have also included the expertise of **LSG Landscape Architecture**, based in Tysons, Virginia, to assist with GIS Mapping, Level of Service Analysis and conceptual costing recommendations, inventory and assessment, and site analysis. We will also include the services of **RRC Associates**, a professional survey firm with extensive experience conducting surveys for parks and recreation planning projects, including over 80 with GreenPlay.

We have developed very effective and efficient ways of communicating, producing, and delivering high quality service, ensuring that your community is receiving the highest return on investment possible in this important work. Our team treats each project as unique, providing customized results. We bring demonstrated experience in parks and recreation planning, financial analysis, demand analysis, surveying, and partnership and funding analysis.

We believe that our previous experience provides us with the knowledge and insight necessary to create a Recreation and Park Facilities Master Plan with implementable and realistic recommendations for the City of Greenbelt. We pride ourselves on being available and accessible to your agency, and partnering with you to help achieve your goals. Thank you for your attention and consideration. **If you have any additional questions, please feel free to contact me at the number listed below.**

Sincerely,

A handwritten signature in blue ink that reads "Teresa L. Penbrooke". The signature is fluid and cursive, with the first letters of the first and last names being capitalized.

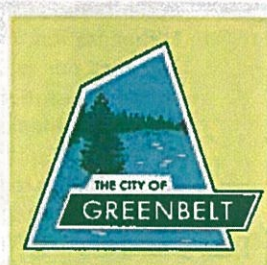
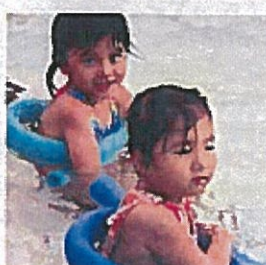
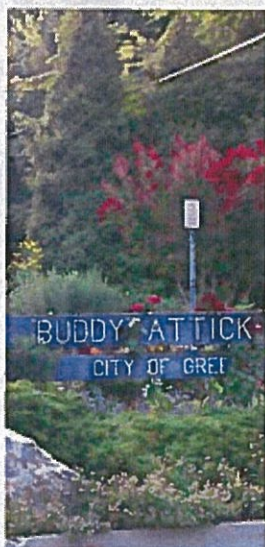
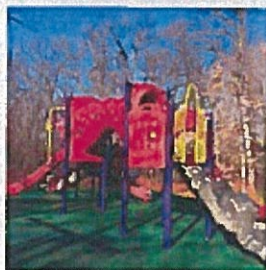
Teresa Penbrooke, PhD Candidate, CPRE
CEO and Founding Managing Member
Phone: (303) 870-3884 (direct)
E-mail: TeresaP@GreenPlayLLC.com

GREENPLAY^{LLC}

*The Leading Edge in Parks, Recreation,
And Open Space Consulting*



PROPOSAL FOR PROFESSIONAL PLANNING SERVICES



Recreation & Park Facilities Master Plan Greenbelt, Maryland COST PROPOSAL

Submittal Date: November 22, 2016

GREENPLAY^{LLC}

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And Open Space Consulting*



TASKS	GreenPlay	LSG	RRC	Total
A. Strategic Kick-Off and Determination of Critical Success Factors	\$2,153	\$500		\$2,653
B. Community and Stakeholder Engagement	\$12,338	\$1,000		\$13,338
Statistically-Valid Survey	\$525		\$10,500	\$11,025
C. Inventory and Level of Service Analysis	\$1,050	\$5,000		\$6,050
D. Action/Implementation Plan and Funding Analysis	\$4,515	\$2,000		\$6,515
E. Draft and Final Plans, Presentations, and Deliverables	\$8,419	\$2,000		\$10,419
Totals	\$28,999	\$10,500	\$10,500	\$49,999

This project is billed as Firm-Fixed Fee, meaning that all travel and reimbursables are built into the per task cost.

GreenPlay and Sub-Consultant Fee Schedules

GreenPlay has established an inclusive fee schedule that covers the salaries of our professional project staff and of support staff who enable them to function effectively and efficiently. We consider the prevailing rates in our industry and the level of specialized expertise that we provide.

For projects such as this, which require more than 100 hours of work, GreenPlay typically recommends and proposes using a **Firm-Fixed Price** model for compensation. This means that the contract is initially based on our estimate of projected number of hours, but the compensation is actually based on the completion of pre-determined contracted tasks identified in the Scope of Work and within a pre-specified timeline. This typically works well for the client, ensuring that all work is accomplished regardless of the time required to complete each task. In the event that the contracted Scope of Work is changed by the client during the project, GreenPlay can adjust total contract fees accordingly based on our regular hourly rates. This project is proposed as a Firm-Fixed Fee; therefore, individual hourly rates and projected number of hours are not applicable.

Our rates include:

- Professional staff, sub-consultant, and administrative salaries.
- All office overhead, equipment, utilities, and insurances.
- Taxes, employee benefits, and Worker's Compensation.
- Administrative support staff and supplies, and local travel.
- Work Products and meetings as outlined in the Scope of Work.
- All travel costs are built into the firm-fixed fee.

Rates may not include (unless specified in the Scope of Work):

- Materials and services outside of the pre-specified Scope of Work (may include extra meetings, requested copies and printing of work products).

As a baseline:

GreenPlay's rate for additional services is based on an average of \$150 per hour if not proposed as "firm-fixed fee." For sub-consultants, hourly rates range from \$60 to \$150 per hour, depending on the task. As this project is based on a firm-fixed fee, our consultants will dedicate the necessary time to complete the project. Our sub-consultant team members set their hourly rates according to their individual firm fee schedules. While the hourly rates may sound high, when considering the costs for implementing additional experienced and professional full-time staff, benefits, insurances, office space, computers and equipment, support staff, utilities, etc., we find that this rate is usually comparable to or lower than what an agency would spend for in-house staff. An additional benefit is that when the project is finished, the expense ends. GreenPlay typically submits an invoice for payment to the project manager/primary contact person on a monthly basis. Each invoice includes a brief description of the services provided and percentage of Scope completed to date. Invoices past due over 60 days will accrue 1.5% interest per month. Other structures for compensation and payment can be negotiable prior to contract award.

II. Firm Background and Experience

COMPANY OVERVIEW

GreenPlay, LLC, is a purposefully small and nimble limited liability company headquartered in Louisville, Colorado. Founded in 1999, we operate as a consortium of experts to provide management and consulting services for park, recreation, open space, and related quality of life agencies. We serve as a resource for agencies by organizing teams that are responsive, experienced in the field, and who understand the needs of individual communities. Our firm works nation-wide with 18 employees and over 75 technical consortium affiliates and sub-consultants to complete projects for large and small agencies throughout the nation. GreenPlay has successfully completed over 400 projects, working with local, state, and national government agencies, as well as with private sector organizations.

Employees:

4 Principals

3 Administrative

11 Project Managers



Project Specific Experience

A Proven Record of Experience and Expertise in Parks and Recreation Planning

These types of projects are not an adjunct service for our firm! This is what we do at GreenPlay, everyday, successfully, for small and large communities of all types, all over the United States. We also regularly teach others around the country how to successfully complete similar projects. We have a strong national reputation based on many years of experience with staff who will help you to develop a community-specific plan that will be easily implemented, help gain engagement and consensus, and will address the key issues for the City of Greenbelt.

Your GreenPlay Project Manager Adam Bossi is based in Silver Spring, Maryland, and your P-i-C, Art Thatcher, is based in Hampton, Virginia.

Relevancy of Similar Work Experience

Our firm has experience that is directly relevant to this project. We have completed similar assignments for several Maryland communities including the Montgomery County, Charles County, Prince George's County, St. Mary's County and Baltimore; the Virginia communities of Gloucester County, Arlington County, Alexandria, and Leesburg; as well as the National Capital Planning Commission in Washington, D.C. among many others. We are very familiar with the region, and we will be able to quickly discern key issues in your community and help you plan to address them in an effective manner.

Experience Working With Governmental Agencies

Ninety-five percent (95%) of our projects have been performed for public clients. Collectively, the GreenPlay Team offers a comprehensive set of skills built on a foundation of excellent verbal and written communication abilities. We are known for our proven experience in dealing with adjacent and associated public and private entities. Our experience allows us to effectively manage our time while producing plans that are detailed, customized, and implementable.

Unique Qualities of the Firm

Management Approach and Philosophy Toward Parks and Recreation Planning

We believe that parks and recreation assets contribute to the quality of life that makes a community a desirable place to work, live, and play. GreenPlay consultants are all passionate about developing plans and documents that work conceptually and are implementable in each individual community. Our staff members are effective in leading a comprehensive public process to accurately reflect your community's needs. We develop planning and operational options that establish a balance between innovation and experience, conservation and active recreation, design excellence and cost control, and creativity and functional accommodation. We also understand the need to create a delicate balance between economic benefits and provision of equitable service, along with an appropriate mix of active and passive elements for all types of service demands.

Primary Contact and Headquarters Address:

Teresa Penbrooke, CEO and Founding Managing Member
1021 E. South Boulder Rd., Suite N
Louisville, CO 80027
(303) 439-8369 | (303) 870-3884 (direct)
teresap@greenplayllc.com | www.greenplayllc.com



GreenPlay, LLC

At **GreenPlay, LLC**, we believe that the best services and products come from using a wide variety of tools. Some recreation consulting firms concentrate on computer models, databases, or surveys. While we believe these tools are valuable, we take our evaluation and assessment tools to the next level by utilizing innovative methods and processes that are most effective for **your** individual community. The results provide a more comprehensive solution for achieving your goals. This schematic illustrates the various tools that GreenPlay uses to help your agency meet its expectations. We balance your needs, and those of your stakeholders, with the reality of available resources.

Your GreenPlay Consulting Team is...

- **Dedicated** to your project and committed to addressing the unique issues and opportunities facing **your** community.
- **Experienced** in developing plans and documents that work conceptually and are **implementable** in **your** community.
- **Trained** in conducting effective public process by skillfully leading staff and stakeholder interviews and focus groups.
- **Adept** in cultivating supportive relationships with staff and governing body leadership.
- **Effective** in creating a public process, along with planning and operational options, that **establish a balance** between innovation and experience, conservation and active recreation, design excellence and cost control, creativity and functional accommodation, and that meet the needs of the community with the resources that are available.
- **Respected** for their expertise in strategic visioning, programming, cost recovery analysis, resource management, facility site design, operations, funding options, and bond referendum preparation.
- **Committed** to helping you to achieve your goals on time and within budget, while providing exceptional customer service.

Conscious Capitalism®

While making money is essential for the vitality and sustainability of any business, it is not the only or even the most important reason GreenPlay exists. As a purposefully small, private **Conscious Business**, we support a culture of **Conscious Capitalism** with a focus on purpose beyond profit. www.consciouscapitalism.org



III. Approach and Methodology

We understand that the City of Greenbelt is interested in developing a Recreation and Park Facilities Master Plan to evaluate the current system and to determine potentially unmet needs. We know that the City is located in the Washington, D.C. Metropolitan area in the northern part of Prince George's County. GreenPlay has completed many projects in the region, including the 2010 and Beyond Strategic Plan for Prince George's County. As such, we know that many communities in the area are committed to providing high levels of parks and recreation services and amenities to their residents.

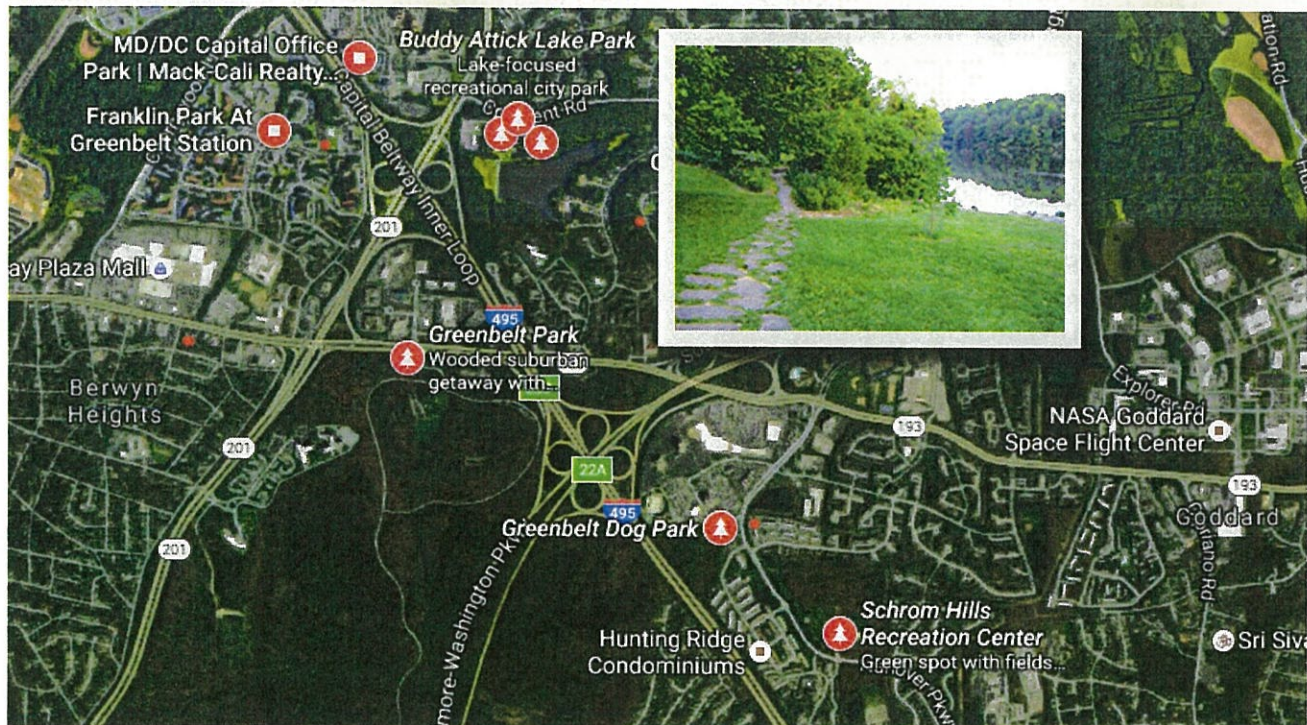
We know that the City is currently near build out, but that there is a section in its Greenbelt West neighborhood that is under development, and that the City is being considered as the new headquarters for the Federal Bureau of Investigation. Both the mixed-use development and the potential FBI headquarters would bring jobs and new residents to the City. As such, planning for the future of the parks and recreation system is a necessity. Along with its 2 recreation centers, 1 community center, indoor/outdoor pool, fitness center, 8 athletic fields, 10 tennis courts, 22 playgrounds and 528 acres of parkland, the City also has a Historic area, and other facilities that are owned and operated by the National Park Service.

Our GreenPlay team has been assembled specifically to help the City of Greenbelt evaluate its parks and recreation system and develop a plan that offers realistic and implementable goals and recommendations for the next 10 years. Our team has not only developed plans for similar communities, our staff members have also managed parks and recreation departments, so we know what is required to fund and manage your current and future assets. The following scope of work details the steps that we will take to develop this Parks and Recreation and Park Facilities Master Plan.

SCOPE OF WORK

A. Project Coordination, Strategic Kick-Off, and Determination of Critical Success Factors

Following award of contract, the GreenPlay team will provide a **Detailed Work Plan** for discussion at a Strategic Kick-Off meeting with the City's Project Team. We will review the details of the work plan and formalize the timeline and details of the evaluation, research and analysis, community needs assessment, funding/financing needs assessment, and master plan development phases of the project, including accepted methodologies and tasks, final number and types of meetings, expected quality and formats for deliverables, and agreement on implementation strategies.



We will set a timeline for the public involvement process and the anticipated approval process and will discuss desired outcomes.

Project Coordination

- We will work closely with your team during Strategic Kick-Off to identify current key “**Critical Success Factors**” that will help to ensure that all issues unique to the City of Greenbelt are addressed.
- We will supply written **Monthly Progress Reports** that cover recent progress, outstanding issues or information needed, upcoming meetings and agendas, and next steps. We have found this to be an effective communication tool, adding a level of efficiency to our projects. We will always be available for phone or email communication.
- Project team progress meetings will be held as often as necessary, but in no case less than once per month until the final plan is approved by the City Council (may be by phone or in person).
- We will supply the City’s Project Manager with at least one (1) copy of all completed or partially completed reports, studies, forecasts, maps, or plans deemed necessary by the Project Manager at least three (3) working days before each progress meeting. The Project Manager will schedule the meetings, as necessary, at key times during the development of the Master Plan.
- We will provide up-to-date information for posting on the City’s website for review of progress by stakeholders and the public.

B. Community and Stakeholder Engagement

We agree that a comprehensive public involvement program is critical in determining community values and needs and ultimately contributing to the success of Greenbelt’s long range planning efforts. The participation process utilized will be customized to your community’s unique situation – including a community with a rich historic component, a community in proximity to a large metropolitan area, a community with multiple resources available from alternative providers, and a community with a mix of “new” and “old” areas. GreenPlay team members are professional, experienced facilitators, and we draw from a variety of public input methodologies to engage people in the community.

Community and Stakeholder Involvement Coordination

We will work with your Project Team during SKO to schedule all necessary meetings and project tasks and to arrange proper noticing of meetings associated with plan development. GreenPlay’s consultant team will review all prepared information for the meetings with the City’s Project Manager prior to any scheduled meeting.

We will emphasize data collection methods that are efficient and incorporate your available resources. Individual users and non-users, user groups, special interest organizations, associations, leagues, and other stakeholders will be given ample opportunity to participate in the development of this Master Plan, exploring knowledge of local issues and concerns that will assist us in producing useful and pertinent community feedback.

GreenPlay staff members are experienced and skilled facilitators, and we draw from a variety of methodologies that are designed to encourage and structure feedback for clearly identified and measurable outcomes. A suggested approach is provided; however, the actual methodology will be detailed and determined during Strategic Kick-Off.

Based on previous successes, the following citizen involvement strategy approach is designed to assure residents, user groups, associations, neighboring communities, and other stakeholders that they are provided an opportunity to participate in the plan’s development, and is recommended for this project:

- **Initial Information Gathering:** Collect as much information as possible on awareness, use patterns, satisfaction, desires, barriers, vision, priorities, funding possibilities, and willingness to pay, so as to inform the development of the plan.
- A minimum of two (2) **focus group meetings** [and more likely four (4)] drawing from special interest individuals and groups, associations, other service providers (staff, schools, health clubs, seniors, etc.), but also open to the public at large. This method ensures a nucleus of participants with vested interest, while also encouraging others to participate.

- A **community-wide public meeting (#1)** to provide information and to validate and round out the information received from the focus groups.
- **Stakeholder interviews** with those who can contribute specific information that may need to be conveyed in a more detailed manner (might include representatives from neighboring communities, sister agencies, other departments of the City; Planning Department; Parks and Recreation Advisory Board; City Council members; etc.).
- **Findings Presentation:** We will compile and present a summary of findings from the inventory, needs assessment and initial analysis for validation by staff, decision makers, stakeholders, and the public.
- **Community-wide public meeting #2** (could be combined with Parks and Recreation Advisory Board and/or City Council presentation).
- **Draft Recommendations Presentation (public meeting #3):** Hearing, open to the public.
- **Planning Commission Presentation:** Hearing, open to the public.
- **Final Council Presentation for Adoption:** Hearing, open to the public.

GreenPlay staff members function as professional, unbiased facilitators to gather specific information about services, use, and preferences, as well as agency strengths, weaknesses, opportunities, and threats. Participant feedback indicates that our techniques and formats are well received and provide them with the opportunity to better understand the planning process and make a meaningful contribution, resulting in the feeling that attending an input session was a good use of someone's valuable time.

We help to build consensus and agreement on the plan by:

- Identifying, up-front, the project "givens" or parameters.
- Making the participants aware of the process from start to finish, including where they have opportunities to contribute and who will be making final decisions.
- Allowing and encouraging participants to hear from each other.
- Identifying common ground as the plan evolves.



Knowing that consensus is not always possible, we encourage participants to think about what they can “live with” if their ideal desire is not achievable, and we convey information for informed decision making to the project team and City Council. We provide written records and summaries of the results of all public process and communications strategies appropriate for posting to the City’s website.

Statistically-Valid Survey

As part of the quantitative needs assessment portion of the plan, our team will conduct a randomly distributed mail postcard link survey using proven survey methods to achieve a statistically valid response. This type of survey is the most effective method available to get the opinions of the NON-USERS, as well as users of recreation facilities and programs, in your community.

We will work with RRC Associates (RRC) to create a carefully designed community survey to be distributed to a sample of residents using a list provided by the City (either registered voters or some other appropriate list). We propose to invite survey participation using a postcard (with an individual code to maintain random sampling) directing invitees to a web site where they could complete the survey on-line. Following the initial invitation to complete the survey that is provided to a sampling of residents by mail, we would offer the opportunity to go to an “open link” where the larger community would be encouraged to respond. RRC typically tabulates the results from these two groups separately (the “invitation” and “open link” versions) but if they are similar in response patterns they can then be combined for interpretation purposes. We expect enough responses to permit recreation use patterns, and community priorities to be measured in a quantitative manner. To help improve response rates, we also anticipate that the City would assist with marketing and creating public awareness of the survey through local channels such as local newspapers, radio, cable TV, web sites and other available media.

GreenPlay will work with RRC and your project team to draft questions regarding awareness, needs, satisfaction, participation, desires, priorities, willingness to pay, accessibility, barriers to participation, and/or other issues determined by the project team. We encourage the City to

consider offering some sort of participant incentive to respondents such as a prize drawing for passes to City-owned and operated facilities, gift cards to a local grocery store or other local businesses, etc.

We have substantial experience in designing surveys specifically for parks, recreation, open space, and trail issues that are effective and representative of the users and non-users. The survey will be carefully constructed to be easily understood using proven questions and terminology appropriate to your community, and the results will be tallied, summarized, charted and graphed. All responses to open-ended comments will also be included in the final report.

C. Inventory and Level of Service Analysis

Integration of Existing Vision, Goals, Operations, Budgets, and Plans

Concurrent with information gathering, we will evaluate previous and other current plans relevant to the City’s parks and recreation system. We will consolidate relevant information from planning documents, budgets, work plans, and funding plans used by the City to facilitate the comprehensive coordination of direction and recommendations.

Such resources will help us evaluate other factors that relate directly to the parks, recreation, open space, and trails system including community values, facility and program access, and other key attributes, such as trail and facility needs.

Demographics

We will identify the constituency of the City through an update of the demographic make-up and population projections, using information available from previous planning efforts, any current valid information from the City of Greenbelt, and including information gathered from previous plans, the U.S. Census Bureau, Esri sources, and other national and local sources as needed to supplement.

Trends Analysis

Trends analysis will strategically consider demographic shifts and their impact on future recreation and parks provisions. This analysis will also identify interest and participation levels for a variety of activities, assess how services are provided through both administrative and planning trends, and evaluate how your parks and

recreation facilities and amenities compare to national and regional trends. This process includes strategic analysis of local, state, and national best practices, along with what is new in the field of parks and recreation.

Inventory

As part of the Plan, all available base GIS materials will be utilized to compile a comprehensive, updated assessment of the City's parks and recreation facilities. We will supplement the inventory of existing parks, recreation facilities, athletic fields, open spaces, and trails.

All analysis of facilities and components will be incorporated into a dynamic digital database that becomes property of the City upon completion of the project. We can work with various information formats and will produce the final deliverables in both shapefile and textual formats that are dynamic and can easily be updated and used in the future.

Once the physical inventory is completed and accurate, we will help analyze the system with quantitative, qualitative, and textual analysis. The inventory will include recommendations for locating areas for improvements to address unmet needs for active and passive recreation, and will address methods for minimizing duplication of offerings and/or enhancing possibilities for collaborative partnerships where appropriate. The impact of growth trends related to neighboring jurisdictions and topics such as connectivity, accessibility, and circulation will also be assessed.

The development of the mapping and site analysis to support this project will allow us to apply evaluation criteria and policies to identify and map potential future park sites and trail corridors to be acquired and/or developed consistent with projected growth patterns. If they are identified, we can also include alternative providers in the service area, whether they are neighboring cities, schools, private providers, or other alternative providers. We will work with the project team to determine the degree of specificity for mapping.

Programs and Services Gaps Analysis

We will collect and analyze information on participation, needs, desires, operations, and management strategies for programming and service offerings, and make recommendations. We will identify

areas of service shortfalls and projected impact of future trends.

Using the results of the community survey, focus groups, stakeholder meetings, needs assessment, current level of service, alternative providers in the market, and current capacity, GreenPlay will identify and prioritize the unmet programming needs in the community. The gaps in programs and services can be identified using the nexus of unmet need and high importance.

Facilities, Lands, and Asset Gaps Analysis

Based on the inventory and site analysis, we will research, collect, and assemble other data necessary to complete the project given available information. We can work with various information formats and will produce the final deliverables in both digital spatial analysis and textual formats that are dynamic and easily used and become the property of the City upon completion of the project. We will use our previous experience in Prince George's County, along with LSG's local expertise to make capital improvement recommendations, including potential phasing, acquisition, renovations, and conceptual costing.

We will identify noted areas of service shortfalls and projected impact of future trends. Aligning with the results of the focus groups, stakeholder meetings, needs assessment, current capacity, and future growth, our GreenPlay team will help identify and prioritize unmet facility and asset needs in the community.

Evaluation of Existing Standards

Using the community demographic profile, stakeholder engagement results, comparative analysis, and level of service analysis, we will assess the quality and quantity of programs and facilities provided by the City. We will evaluate appropriateness based on the agency's mission, vision, and values; applicable industry standards; and the regional comparison. We will evaluate the adequacy on the basis of size and location in relation to existing and future population. We will also make recommendations for minimizing duplication and/or enhancing possibilities for collaborative partnerships where appropriate.

Operations and Maintenance Analysis

GreenPlay will conduct a review of existing park operations and maintenance practices in relation to operational expectations and industry "best practices." The review will consist of staff interviews; review of user feedback, budgets, and policies; and site visits. We will develop recommendations for operations, staffing, and maintenance needs. GreenPlay consultants will place a focus on sustainable operations and strategies for improving park maintenance levels and efficiencies. All Plan recommendations will take into account cost effective options for on-going operations and maintenance, including options for volunteers and/or other partnerships.

If appropriate, we will also provide recommendations related to the development of more detailed business planning efforts in the future.

D. Action/Implementation Plan and Funding Analysis

Action/Implementation Plan and Funding Source Table

We will work with the project team to rank and prioritize recommendations, balancing needs and cost/benefit analyses, capacity of the City, and budgetary realities. The product of this task will be a set of recommendations with strategies, priorities, and identification of budget support funding mechanisms phased into immediate, near-term, and long-term timeframes addressing needs regarding land acquisition, along with the development of parks and recreation programs and facilities. We will identify, inventory, and rank unique natural resources for potential park system acquisition and/or parks development.

An Action Plan including costs, potential funding mechanisms, timing, and responsible party will be developed for the City of Greenbelt.

Present and Projected Fiscal Resources

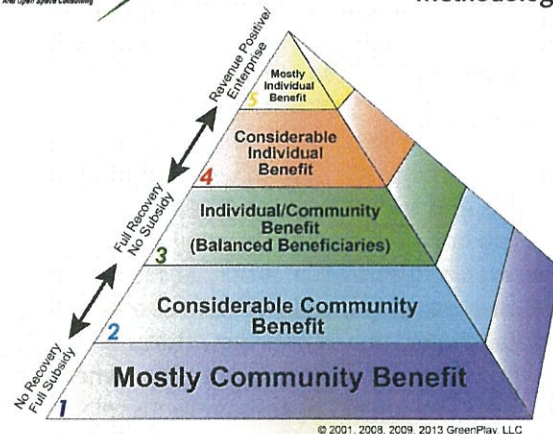
GreenPlay will conduct an overview analysis of past budgets and existing funding to meet current needs and projected funding to meet future needs. In addition, we will analyze other sources of funds such as levies and bond issues and strategies for land acquisition including easements. We will look for gaps in the current management and funding system, and look for potential areas of improvement.

Cost Recovery and Resource Allocation

GreenPlay is a national leader in teaching and developing innovative approaches to handling the often contentious financial issues of "how much taxpayer subsidy is enough?" or "where should the resources go?" GreenPlay has established and improved the "Pyramid" methodology for helping agencies create an overall philosophy and approach for resource allocation, program pricing, and cost recovery evaluation. We currently train agencies and universities in the implementation and use of this straightforward but innovative methodology, which is invaluable for making tough resource allocation decisions, and creating pricing and cost recovery strategies. We also teach this methodology at conferences.



The Pyramid Methodology



This methodology will be helpful for evaluating the financial sustainability of the Parks and Recreation Department from both operational and capital funding aspects. As part of your project, we will use the concepts for identification of gaps and/or areas of non-consensus, along with introducing the concepts for this framework for decision making. We will also introduce your staff to this methodology.

Alternative Funding and Partnerships

GreenPlay has extensive experience evaluating options for alternative funding, which typically includes grants, donor programs, sponsorships, and/or partnerships. Our Project Team will identify key partners in the area through the planning process and can provide management recommendations to enhance this potential funding area. This task does not include procurement of alternative funding, but this can be addressed separately if desired.

Findings and Visioning Strategies Development Workshop

GreenPlay team consultants will compile initial findings from the public involvement, standards, inventory, and needs assessments and will prepare a summary of Findings for staff, decision makers, stakeholders, and the public to validate the accuracy of the findings. During this stage, we will confirm that all information identified and collected thus far is correct, and we will ask all stakeholders to share any additional issues or opportunities for consideration as we prepare to move forward into analysis and recommendations.

Following review of the Findings, we will facilitate a Visioning Strategies Workshop that will include an analysis of all findings, including operational feasibility, political or historical constraints, and any other potential challenges. We will also identify opportunities for implementation steps, work plans, and funding implications.

This Workshop will help provide an articulated guiding vision for future acquisition, development, and maintenance of recreation facilities, with goals, desired outcomes, and standards identified to direct policy and acquisition for existing and proposed facilities.

Key Issues Triangulation Matrix

During the Findings Phase of each project, GreenPlay Project Managers compile a Key Issues Triangulation Matrix that helps identify focus areas from the various tools and methodologies used to collect information. This matrix will help the Department determine progress on goals set forth in the plan, and will serve as a basis for plan updates in the future.

Key Issue - Rating Scale c - minor issue b - opportunity to improve a - priority short-term n/a - not applicable	Recreation	Park Operations	Golf Operations	South	Central	North	Staff Input	Focus Groups/Public	P & R Commission	City Council	Survey	Services Assessment
Safety												
Safety, concern in facilities/parks	a		n/a									
Homeless and vagrants in parks	a		n/a									
Safety at skatepark	a		n/a									
Code enforcement	a		n/a									
Graffiti/Vandalism	a		n/a					b	b			
Create park ranger program	b		n/a									
Improvements and Maintenance												
Maintain what we have												
Improved park athletic field maintenance		n/a	n/a					b		b		
Tree care/replacement program	n/a	c	n/a						n/a	n/a		
Less grass/more desert landscaping	n/a	c	n/a						n/a	b	c	
Restrooms	n/a	c	n/a						n/a	b	n/a	
More sheltering areas	n/a	c	n/a						n/a	n/a	n/a	
Facilities												
Build a new sports complex		n/a	n/a									
Inadequate number of athletic fields		n/a	n/a									
Trail Connectivity	b	n/a	n/a									
Community gardens	b	n/a	n/a						n/a	n/a		
Head lights for soccer fields	b	n/a	n/a						n/a	n/a		
Additional aquatic	c	n/a	n/a					b	n/a	n/a		
Programs												
Special events to attract tourists		n/a										
More non-sport programming	b	n/a	n/a									
More indoor fitness	b	n/a	n/a									
More family programming	b	n/a	n/a									
More middle-high school programming	b	n/a	n/a									
Youth and teen programming	b	n/a										
Tournaments and Sports		n/a										
Booster Program	n/a	n/a							b			
Administration Services												

E. Draft and Final Plans, Presentations, and Deliverables

The Draft Parks Master Plan will include all findings, needs assessment, public engagement results, written goals, plans, objectives, and policy statements that articulate a clear vision and model (a "road map") for the City's future. These will be submitted for preliminary review, and all comments will be incorporated into your Final Plan. After the review, we will assist in guiding the Plan through the formal adoption process, including review and recommendation by the project management team, presentations of the draft recommendations and final Master Plan to the Parks and Recreation Advisory Board and the City Council for adoption of the final plan.

Deliverables will include all aspects outlined in the preceding tasks, summarized as:

- A detailed work plan identifying a schedule for completion.
- Draft Master Plan which shall include all the information contained in the Scope of Work.
- One (1) printed and one (1) electronic copy of the Draft Plan shall be provided for distribution and review.
- Appropriate written materials and graphics (maps, slides, power point presentations, etc.) shall be provided for public presentations.
- One (1) printed copy and one electronic (1) copy of the Final Plan.
- All deliverables will be submitted in a format compatible with the City's software.

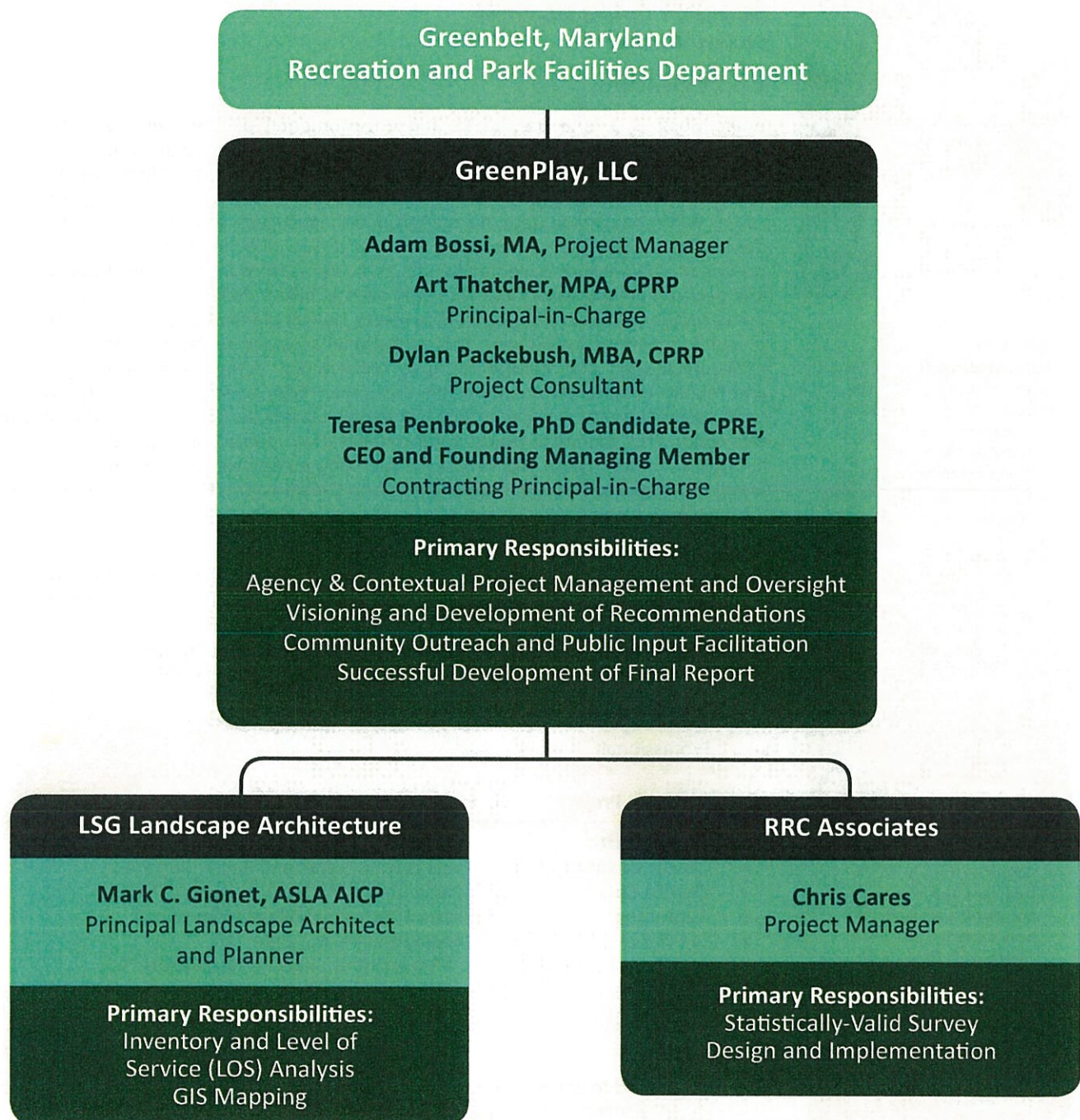
Our plans also include at no additional charge:

- **Qualitative and Quantitative analysis methods** beyond those specified, designed to address specific key issues, constraints, and opportunities, the City's future livability and the contribution of parks and recreation to economic development, community vitality, and long-term viability.
- **Our commitment** that for each task, we will quickly assess your current circumstances and provide specific information that you need to move to the next level, rather than providing you with just a standard planning response, whether you need it or not.

GREENPLAY^{LLC}

*The Leading Edge in Parks, Recreation,
And Open Space Consulting*

III. Proposed Project Team and Resumes



We carefully detail on-site gatherings during Strategic Kick-Off meetings and work with our team to ensure that our local presence is fully considered.



Adam Bossi, MA

Project Manager

Work Experience:

Adam Bossi is a land use, parks and environmental planner with ten years of experience administering state and local land use and environmental protection programs, managing municipal open space systems and contributing to improvements in public parks planning programs, policies and regulatory reforms. Throughout his career Adam has drawn upon his background in landscape architecture, sustainable design, real estate and conservation to conduct due diligence and support decision making of appointed and elected boards and commissions in their regulatory review and decision making associated with well over \$1 billion dollars in public and private infrastructure and land development projects. He has planned and facilitated dozens of public meetings, workshops and educational sessions regarding state and local parks, recreation and natural resource conservation issues, land use regulation and related community quality of life concerns. Prior to joining GreenPlay, Adam most recently assisted in preparing Maryland's Statewide Comprehensive Outdoor Recreation Plan, helped to lead a major collaborative update to Maryland's statewide land preservation, parks and recreation planning guidelines and was appointed by Governor Hogan to serve as the State's Liaison Officer to the federal Land and Water Conservation Fund.

Education

MA in Landscape Design, Conway School of Landscape Design

- Certificate in Landscape Management, University of Massachusetts
- BS in Environmental Design and Urban Studies, University of Massachusetts

Certifications and Affiliations

- Advanced Training Certificate – Massachusetts Association of Conservation Commissions
- LEED AP, Building Design and Construction – US Green Building Council (2010-2012)
- Licensed Real Estate Salesperson – State of Maryland
- Member – Society of Outdoor Recreation Professionals
- Presenter at 2015 National Outdoor Recreation Conference
- Advanced training in landscape architecture and civil design, land development and construction issues, real estate entitlement, grant writing and management, stormwater and floodplain management, wetland and soil science, public parks and recreation land planning and management

- GreenPlay LLC, Project Manager
- Natural Resources Planner & Land and Water Conservation Fund State Liaison Officer, Maryland Department of Natural Resources, Land Acquisition and Planning Unit, Annapolis, MD
- Director of Environmental Affairs, Town of Billerica, Billerica, MA
- Conservation Administrator, Town of Wellesley, Wellesley, MA
- Assistant Conservation Administrator, Town of Lexington, MA
- Staff Assistant, Massachusetts Society of Municipal Conservation Professionals, Duxbury, MA

Representative Project Experience

GreenPlay Projects

- Calvert County, MD - Land Preservation, Parks and Recreation Plan
- Charles County, MD – Land Preservation, Parks & Recreation Plan
- Hunterdon County, NJ – Parks and Recreation Master Plan
- San Gabriel, CA - Parks and Recreation Master Plan
- St. Mary's County, MD – Land Preservation, Parks & Recreation Plan
- Vancouver, WA - City Parks Total of Cost of Ownerships Analysis and Maintenance Analysis

Public Sector

- Appointed to serve as a Maryland's Liaison Officer to the federal Land and Water Conservation Fund. Managed all program functions and tracked \$5 million in project budgets. Prepared grant applications, amendments and regularly coordinated with the National Park Service, state, county and non-profit partners.
- Finalized Maryland's current Statewide Comprehensive Outdoor Recreation Plan in collaboration with consultants, state and county parks and recreation leaders and stakeholders. Managed final public input process, edited the document and ushered it through the federal approval process.



Art Thatcher, CPRP, MPA

Principal-in-Charge



Work Experience:

Art is a Certified Parks and Recreation Professional with 30 years of experience in public parks and recreation operations, programming and administration, volunteer board leadership, facility design and operations, and community engagement. Throughout his career, Art has concentrated on strategic and master planning, youth civic engagement and teen comprehensive planning, operations and facility management planning, outdoor adventure recreation development and programming, and community engagement facilitation. Art also has extensive experience working with local, state, and national legislators as a subject matter expert and an advocate for the profession. He was the 2014 President and Chair of the Board of the Virginia Recreation and Parks Society. He has become known as a national expert in working with coastal communities, including those that manage beaches as part of their parks and recreation systems.

- GreenPlay LLC, Project Consultant: 2013 - Present
- Bureau Manager of Recreation and Human Development – City of Norfolk, VA
- Information Technology Project Coordinator – City of Hampton, VA
- Superintendent of Parks & Recreation – City of Hampton, VA
- Director of Parks and Recreation - City of Poquoson, VA

Representative Project Experience

GreenPlay LLC

- Arlington County, VA – Athletic Fields Use Study
- Bethlehem, NY – Parks and Recreation Master Plan
- Carbon Valley Recreation District, Colorado – Interim Executive Director
- Carbon Valley Recreation District, CO – Parks and Recreation Master Plan
- Caswell County, NC – Parks and Recreation Master Plan
- Encinitas, CA – Parks and Recreation Master Plan
- Encinitas, CA – Financial Sustainability Project
- Glenwood Springs, CO – Park, Recreation, Open Space and Trails Master Plan
- Gloucester County, VA – Needs Assessment for Parks, Recreation, and Tourism
- Manassas, VA – Parks, Recreation, and Culture Needs Assessment and Facilities Plan
- Martin County, FL – Parks and Recreation Master Plan
- Rolesville, NC – Comprehensive Plan, Recreation Component
- Santee, CA – Parks and Recreation Master Plan Update
- Sioux Falls, ND – Parks and Recreation Master Plan
- Wake Forest, NC – Parks, Recreation, and Cultural Arts Master Plan
- West Palm Beach, FL – Parks and Recreation Master Plan
- Winchester, VA – Needs Assessment

President, Virginia Recreation and Parks Society – 2014

Municipal Government

- Directed the opening and operations of the Hampton Teen Center, a premiere youth led facility dedicated to the young people of Hampton.
- Established an Outdoor Recreation Division to that advantage of the natural environment surrounding Hampton. Developed Buckroe Beach into an ecotourism destinations with kayaks, paddleboats, interpretative programs facilitated by Park Ranger Aides. Recovered cost through operations in the first season.

Education & Certification

- Old Dominion University, Masters of Public Administration, 2005
- Christopher Newport University, Bachelors of Science, 1981
- Certified Parks and Recreation Professional, National Recreation & Parks Association (NRPA)
- NRPA Director School, 2010; NRPA
- Aquatic Facilities Operator, 2010; NRPA
- Certified Pool Operator, 2013; National Swimming Pool Foundation
- Aquatic Supervisor, 2009; Boy Scouts of America
- School of Sports Management, 1990;
- NRPA and Leadership Training Institute, 2014; VRPS
- The Business Institute for Parks, Recreation and Leisure Services, 2002; NRPA
- LEAD, Weldon Cooper Center for Public Service (UVA), 1999
- Lifeguarding/Waterfront, American Red Cross
- CPR/AED/First Aid, American Red Cross
- Wilderness First Aid, Wilderness Safety Council



LSG Landscape Architecture

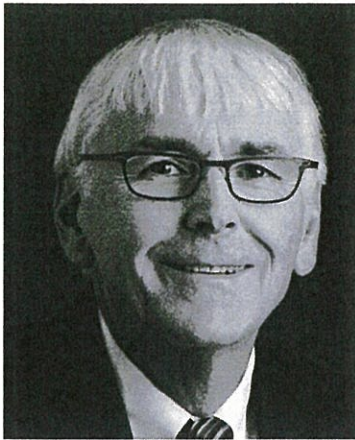
Established in 1985, LSG Landscape Architecture believes in place making that is smart, sustainable, creative, and transformational. Our expertise includes master planning, site design, environmental assessments, and landscape architecture. Our portfolio includes projects throughout the Eastern Seaboard, China, and India. Our design approach embraces the notion that we can say something new while maintaining a dialogue with the past. Whether we are seeking to enliven, guide, heal, educate, or inspire, our goal is to create engaging sense of place in which to live, work, or play, because, above all, landscape architecture is a social construct. Whether the aesthetic vision is shaped by the dictates of urbanity or driven by a more pastoral imperative, the result should be informed and elevated by something larger.



RRC Associates - Resident Survey Design and Implementation

RRC Associates offers services in market research and strategic analysis, economic and feasibility planning, and policy formulation to local governments and public agencies as well as private businesses. The company is composed of professionals with extensive experience and qualifications in addressing the needs and challenges of communities. The motivation of our principals and staff, and their active involvement in professional organizations at the state and national level, insure a high degree of professional skill and creativity.

Based on prior experience as staff to municipalities and counties, and through extensive consulting work with a variety of communities and private enterprises, our staff has learned the importance of seeking solutions to problems which are sensitive to local conditions and tailored to local needs. This understanding of the importance of local procedures and requirements, and experience in assisting and coordinating public policy makers and staff members at all levels of government, allows RRC Associates to work effectively in communities representing both public agencies and private entities. RRC has completed over 80 surveys for parks, recreation, and related projects with GreenPlay, including most of our Maryland State and County projects.



MARK C. GIONET, ASLA AICP
Principal Landscape Architect and Planner

A professional planner and landscape architect, Mr. Gionet brings over 30 years experience planning and designing public and private parks. These natural, memorial, active, historic and festive are his greatest interest. He has directly contributed to the planning, design and project leadership for nearly 50 parks in Delaware, the District of Columbia, Maryland, Virginia, China and elsewhere. His award winning work includes projects as diverse as community recreation amenity design, water-based play, playgrounds, event venues, athletic complexes and interpretive and learning environments. His assignments have taken him throughout the mid-Atlantic to China. He is published on sustainability and preservation of bird species and recipient of over a dozen design awards for public projects.

Registrations

- Registered Landscape Architect: VA, MD, DE, FL, NJ, NY, WV
- American Institute of Certified Planners

Professional Activities

- American Society of Landscape Architects
- American Planning Association
- National Recreation and Parks Association
- Virginia Recreation and Park Society

Education

- University of Massachusetts, Master of Landscape Architecture, 1982
- Union College, Schenectady, New York, Bachelor of Arts, History, 1977

Representative Park Projects:

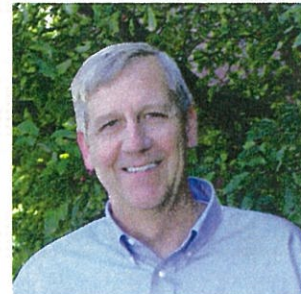
- Long Bridge Park, Arlington, VA. Directed firm's work as landscape architect of record for award-winning \$25 million recreation complex featuring waterfront esplanade with interpretive signage, three synthetic infill turf athletic fields and playground. Led preparation of original master plan including recreation, land use and transportation components.
- Play DC Playground Improvement Initiative, Washington, DC. Leads LSG efforts assisting DC Department of Parks and Recreation (DPR) and Department of General Services (DGS) redesign and renovate multiple playgrounds under this initiative.
- South Germantown Recreational Park, Maryland Soccer Foundation Soccerplex, Montgomery County, Maryland. Principal-in-charge for design of award-winning 700+ acre park featuring tournament soccer complex and multi-featured public park with region's first spraypark.
- Laytonia Recreational Park, Derwood, MD. Principal Landscape Architect for facility plan update and site design of 4-field recreational park with one synthetic infill turf field.
- Fuller Heights Park, Triangle, VA: Principal Landscape architect for master planning and detailed design of five-field baseball/softball complex in southern Prince William County. The first phase \$4.6 million project includes 3 fields, a central plaza, field lighting and site irrigation.
- Juan Park, Haining, China. Project master planner for award-winning 3 square kilometer large lakefront park.
- Eskimo Hill Road Fields Complex, Stafford, VA. Principal planner for feasibility study of proposed 50-field soccer complex on 260-acre site.
- Town Point Park, Norfolk, VA. Principal Landscape Architect for award-winning redesign of a waterfront park to better accommodate special events and commemorative art and artifacts.
- The Aquary, Loudoun County, Virginia. Led the creation of a landscape mediating between human impacts and natural systems, at the Broad Run Water Reclamation Facility (WRF) and Loudoun Water administrative offices.
- Greenbrier Park, Arlington, VA. Directed preparation of renovation plans for 12.5-acre park featuring synthetic infill turf field, running track, two softball and one baseball fields.
- Kemp Mill Urban Park Facility Plan, Wheaton, MD. Project Director for the preparation of a Facility Plan for Kemp Mill Urban Park.



C. CHRIS CARES



Chris possesses a diverse background in public and private planning. A founding partner of RRC Associates, he specializes in practical applications of research techniques including survey and qualitative research, modeling and applied analysis to solve problems in city planning, administration, and business applications. Parks and recreation needs assessments are particular areas of specialization. Chris has overseen numerous community/citizen surveys in towns and counties throughout the United States, which provide input to parks, recreation, trails, open space, and planning needs assessments. The results of these studies typically become incorporated into parks and open space master plans, or other policy documents.



Professional Experience

1983 to present MANAGING DIRECTOR/FOUNDING PARTNER
RRC Associates, Boulder, CO

Representative Projects

Parks and Recreation Surveys / Needs Assessments

Maryland National Capital Park Planning Commission	Dunwoody, GA New Hanover County, NC
Maryland Dept. of Natural Resources	Erie County, NY Essex, VT
Gloucester County, VA	Keene, NH
Manassas, VA	Cary, NC
Hunterdon County, NJ	Wake Forest, NC
Colchester, VT	

RELEVANT BOARD EXPERIENCE
(Former) Breckenridge Outdoor
Education Center, Breckenridge, CO –
boec.org

GP RED – Research, Education and
Development for Health, Recreation and
Land Management – gpred.org
(currently board president)

Tourism and Ski Area Visitor Research (examples include National Ski Areas Association, Colorado Tourism Office, Vail Resorts, Copper Mountain, Telluride Ski and Golf Company, Crested Butte Mountain Resort, Cedar Rapids, IA)

Housing and Transportation Needs Assessments (examples include Boulder, Lafayette, Longmont and Westminster, CO; Eagle County and Town of Vail; Grand Junction, Pueblo, Weld County, CO)

Education

Master of City Planning: Harvard University, 1975
Bachelor of Arts, Political Science: University of Rochester, 1972
University of Michigan, 1971

Further Work Experience

1977-81 PLANNER/ASSOCIATE, Gage Davis Associates—Boulder, CO
Associate in charge of research studies for major destination resorts in Colorado and Utah

1976-77 PLANNER, City of Boulder—Boulder, CO

1975 PLANNER, Lincoln-Uinta Counties Planning Office—Kemmerer, WY

IV. Relevant Project Experience

GreenPlay assists public agencies and other organizations throughout the nation with all aspects of master and strategic planning, including needs assessment, public process, level of service analysis, trends, benchmarking, demographics, financial and funding analysis, core services identification, operational and maintenance planning, setting strategic goals and implementation for all quality of life services. GreenPlay usually acts as a Prime Consultant managing projects, but sometimes works in conjunction with other firms as a sub-consultant. Following are representative projects completed by the team. We have also included examples of final plans with our submittal.

MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION, PRINCE GEORGE'S COUNTY, MARYLAND 2010 AND BEYOND VOLUMES 1-3

Reference:

John Henderson, Research & Evaluation Manager
Prince George's County Dept. of Parks & Recreation
6600 Kenilworth Ave., Riverdale, MD 20737
301.864.6957 | john.henderson@pgparks.com

Project: Our team was retained by the Commission to evaluate and create strategies for this agency. M-NCPPC Prince George's County services 500 square miles with approximately 800,000 residents in urban, suburban, and rural areas of the County. This complex and detailed project involved an all-encompassing public and key stakeholder engagement, GRASP® Level of Service analysis, and the creation of detailed strategic master and action plans, with recommendations leading to a shared enhanced vision for the quality of life services through 2040. Team members included Justice and Sustainability Associates, Design Concepts, and RRC Associates.



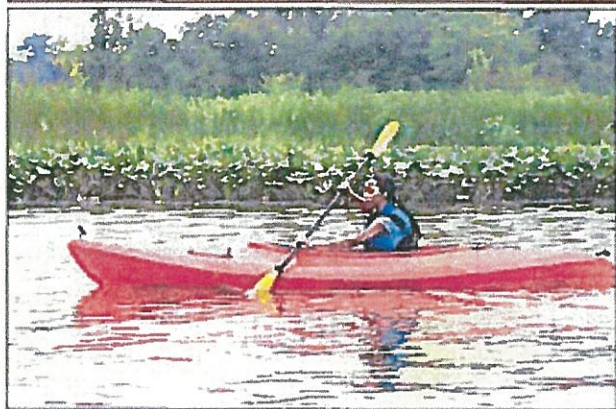
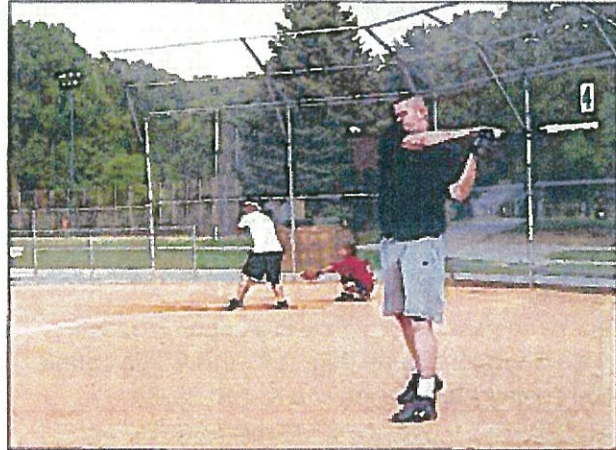
**MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION,
MONTGOMERY COUNTY, MARYLAND
STRATEGIC AND 2030 BUSINESS PLAN**

Reference:

Brooke Farquar, Park Planning & Stewardship Div.
1109 Spring St., Silver Springs, MD 20910-4002
240.777.6810 | Brooke.Farquar@mncppc-mc.org

Project: Through a comprehensive countywide planning process, this project crafted a vision for the future of the parks and recreation system in Montgomery County, Maryland through 2030. The Green-Play team worked with two agencies – the Maryland-National Capital Park and Planning Commission, Department of Parks, and the Montgomery County Department of Recreation to strategically assess current facilities and services and plan for future needs. The project encompassed many components including an inventory and analysis of facilities and programs, a community survey, expansive community outreach, a core services assessment, and development of a resource allocation and cost recovery philosophy and policy. Project elements included a 2030 Framework Plan, a 10-Year Strategic Plan, and an Implementation Plan. Team members included Design Concepts, Lardner-Klein, RRC Associates, and Justice and Sustainability Associates.

(Winner of the 2012 Award for an Outstanding Regional or Comprehensive Plan by the National Capital Area Chapter of the American Planning Association and the 2013 Project Excellence Award from the Society of Recreation Professionals)



Parks & Recreation
2010 AND BEYOND

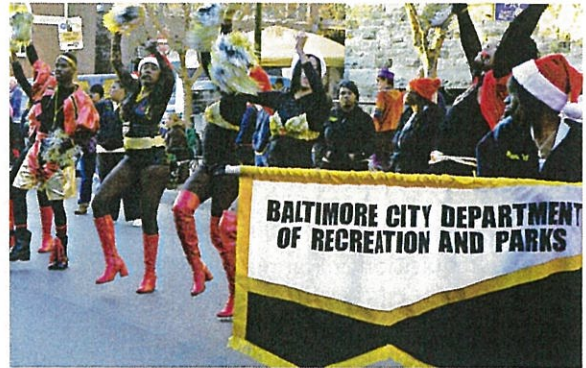
BALTIMORE, MARYLAND SERVICES ASSESSMENT PLAN, AND RECREATION AND AQUATIC FACILITIES ANALYSIS AND PLAN

Reference:

Kate Brower, Urban Planner
Baltimore City Recreation and Parks
2600 Madison Ave., Baltimore, MD 21217
410.396.0803 | kate.brower@baltimorecity.gov

Project: GreenPlay, LLC helped Baltimore City Recreation and Parks (BCRP) conduct a comprehensive Service Assessment to clearly define core programs and services based on its values, vision, and mission. Through an intensive review of services, programs, facilities, and parklands, provision strategies such as enhancement or reduction of service, collaboration, and advancing or affirming market position were identified to allow staff to move forward with confidence in meeting the future needs of its citizens. In addition, GreenPlay facilitated a data driven analysis which resulted in priorities for capital facility development in a supplemental Recreation and Aquatic Facilities Analysis and Plan. GreenPlay worked with JMT of Baltimore to conduct a GIS-based data analysis and ranking of community indicators to determine gaps in recreation and aquatic facility service areas throughout the City. Baltimore is now positioned to follow through on recommendations for type, location and construction to meet its commitment to maximize resident access to recreation facilities.

BCRP is a large urban agency in transition; we helped develop data driven assessments which informed capital project planning, programming, and marketing initiatives.



MARYLAND DEPARTMENT OF NATURAL RESOURCES LAND PRESERVATION AND RECREATION PLAN

Reference:

John Wilson, Associate Director,
Land Acquisition & Planning
Tawes State Office Bldg., 580 Taylor Ave.
Annapolis, MD 21401
410.260.8412 | jfwilson@dnr.state.md.us

Project: GreenPlay worked with the Maryland Department of Natural Resources to complete the Recreation Component of the Maryland Land Preservation and Recreation Plan. This plan fulfills the National Park Service's requirement for a Statewide Comprehensive Outdoor Recreation Plan to be eligible for federal Land and Water Conservation Funds. The planning process included regional stakeholder public meetings, a statistically valid survey as well as an online open link survey, an inventory of outdoor recreation facilities, and analysis of trends. The project was guided by a Technical Advisory Council. *Team members included Design Concepts and RRC Associates.*



ARLINGTON COUNTY, ARLINGTON, VIRGINIA PUBLIC SPACES MASTER PLAN – “WHERE THE COMMUNITY COMES TOGETHER!”

Reference:

Lisa Grandle, Division Chief for Development
2100 Clarendon Blvd., Suite 414
Arlington, VA 22201
(703) 228-3332 | Lgrand@ArlingtonVA.us

Project: Our project team developed this plan, which was intended to help the County achieve its vision of a diverse and inclusive world-class urban community with secure, attractive residential and commercial neighborhoods where people unite to form a caring, learning, participating, sustainable community in which each person is important.” Substantial community effort has contributed to the development of this plan. The process created a compelling vision, assessed the current inventory of public open space resources, and identified future needs and protection tools for existing areas. The project established standards to identify resources and select areas of preservation within future growth areas and developed recommendations, implementation strategies, and an action plan to achieve desired outcomes. *Team members included Design Concepts, Geowest, and Lose & Associates.*



Other examples of past projects completed in the past 5 years include:

Alexandria, Virginia – Campagna Center Indoor/ Outdoor Playspace Assessment - *in conjunction with Design Concepts*

Arapahoe County, Colorado – Four Square Mile Area Recreation Plan

Arlington County, Virginia – Field Use Master Plan

Arlington Heights, Illinois – Healthy Communities Research Group Beta Site *In conjunction with GP RED*

Bella Vista Village Home Owners Association, Bella Vista, Arkansas – Comprehensive Needs Assessment and Action Plan

Bethlehem, New York – Comprehensive Parks and Recreation Master Plan

Blue Springs, Missouri – Parks, Recreation, and Open Space Comprehensive Plan

Broward County, Florida – Needs Assessment for the Parks and Recreation Division

Cary, North Carolina – Parks, Recreation, and Cultural Facilities Master Plan

Charleston County Park and Recreation Commission, South Carolina – Parks, Recreation, Trails, and Open Space Comprehensive Plan

Denver, Colorado – Athletic Field Master Plan

Desert Recreation District, California – Parks and Recreation Strategic Plan

Desert Recreation District, California – Parks and Recreation Master Plan

Dunwoody, Georgia – Parks, Recreation, and Open Space Master Plan 5-Year Update

El Paso County, Colorado – Parks, Trails, and Open Space Plan Update

Essex, Vermont – Recreation Needs Assessment and Strategic Plan

Farmington, New Mexico – Comprehensive Parks, Recreation, and Cultural Affairs Master Plan

Forest Preserve District of Cook County, Illinois Recreation Master Plan

Gloucester County, Virginia – Parks and Recreation Needs Assessment

Keene, New Hampshire – Recreation Management Plan

Knoxville, Tennessee – Ijams Nature Center Master Site Plan - *In conjunction with Ross Fowler*

Louisiana Department of Recreation, Culture and Tourism, Office of State Parks – Statewide Comprehensive Outdoor Recreation Plan Update

Louisville, Colorado – Parks, Recreation, Open Space, and Trails Comprehensive Master Plan

Maitland, Florida – Parks and Recreation Master Plan

Manassas, Virginia – Parks, Recreation & Cultural Needs Assessment and Facilities Plan

Martin County, Florida – Parks and Recreation Master Plan

New Hanover County, North Carolina – Department of Parks and Gardens Master Plan Update

Palm Springs, California – Parks and Recreation Master Plan (update)

Pearland, Texas – Parks and Recreation Master Plan

Post Falls, Idaho – Parks and Recreation Master Plan

Rancho Cucamonga, California – City-wide Recreation Needs Assessment

Riverside County Regional Parks and Open Space District, California – Comprehensive Park, Resources, and Recreation Service Plan

Stafford County, Virginia – Park Utilization Analysis Phases I & II

Virginia Beach, Virginia – Parks and Recreation Strategic Plan

Wake Forest, North Carolina – Parks and Recreation Master Plan Update

West Palm Beach, Florida – Parks and Recreation Master Plan Update

Winchester, Virginia – Parks and Recreation Needs Assessment

Windsor, Colorado – Parks, Recreation, and Open Space Master Plan Update

LONG BRIDGE PARK

Arlington, Virginia



Description

LSG Landscape Architecture prepared a detailed master recreation plan for Long Bridge Park, a 46-acre former brownfield site destined to be Arlington County's first waterfront park, serving the entire county. The plan included a recreational facilities plan, multi-modal transportation study and recommendations for public/private partnerships. The site, north of Reagan National Airport is surrounded by I-395, CSX/VRE tracks, Roaches Run and the Potomac River. Developing it for recreation posed a range of constraints, including FAA restrictions, environmental hot spots, historic resources and a high water table.

As landscape architect of record, LSG oversaw completion of the park's first phase construction and design of the second. The park now provides three synthetic infill turf rectangular fields and the Esplanade, a raised walkway with interpretive signage, overlooking Roaches Run and the Potomac River. A three-quarter acre raingarden infiltrates runoff from the park's 200 space parking lot and sports fields to support a planted garden of native shrubs and perennials. A series of play spaces provides a transition from the park to offices and housing on the south. Long Bridge Drive, abutting the park on the east, was reconstructed as a 'complete street' with bicycle lanes, new bus shelters and pedestrian amenities.

The next phase includes a continuation of the esplanade to a new aquatics and recreation center building and later phases will add the final field above structured parking.

LSG worked with artist Doug Hollis to integrate his kinetic sculpture 'Wave Arbor' into the trellis system providing shade alongside the two western athletic fields.

Client

Arlington County Department of Parks and Recreation



2013 Merit Award, American Society of Landscape Architects Potomac and Maryland Chapters

2012 Virginia Recreation and Park Society Award, Best New Facility - Parks, Playgrounds, Blueways, Greenways and Trails

2008 Regional Conservation Priority, Washington Smart Growth Alliance Conservation Jury

References

Erik Beach, Arlington County Department of Parks and Recreation
T: 703-228-3338 ebeach@arlingtonva.us

Construction Cost:

Bid price, Phase 1, \$23,698,000

Completion:

Phase 1: 2011
Playground: 2016



TOWN POINT PARK

Norfolk, Virginia



Description

Located along the Elizabeth River, Town Point Park, originally opened 25 years ago as one of Norfolk's first major waterfront redevelopment projects. LSG Landscape Architecture, as a part of the MMM Design Group led team, provided overall design direction for the renovation of Town Point Park, transforming it into a premier festival destination and event venue. The project completely reconfigured the site's layout to accommodate multiple events simultaneously while enhancing the park's gateway presence along the river. Working closely with the City and the lead event coordinator, LSG helped facilitate a series of stakeholder meetings and interactive design sessions.

The redesigned and renovated park is now positioned to accommodate large crowds and major events on a year-round basis. The restoration enhanced the park's profile as a centerpiece for public art and culture through the creation of a more cohesive and compelling design program for the display of public art and historic artifacts, including the city's iconic "mermaid" sculpture and naval artifacts. The project was completed under budget and on schedule, in time for the city's annual Harborfest activities over the July 4th weekend.

Client

City of Norfolk
Norfolk Festevents Ltd.

2011 Merit Award, American Society of Landscape Architecture Virginia Chapter

2010 The Hampton Roads Association for Commercial Real Estate: Excellence in Development Design Award

2009 Merit Award, American Society of Landscape Architecture Potomac and Maryland Chapters

Construction Cost:

\$8,600,000

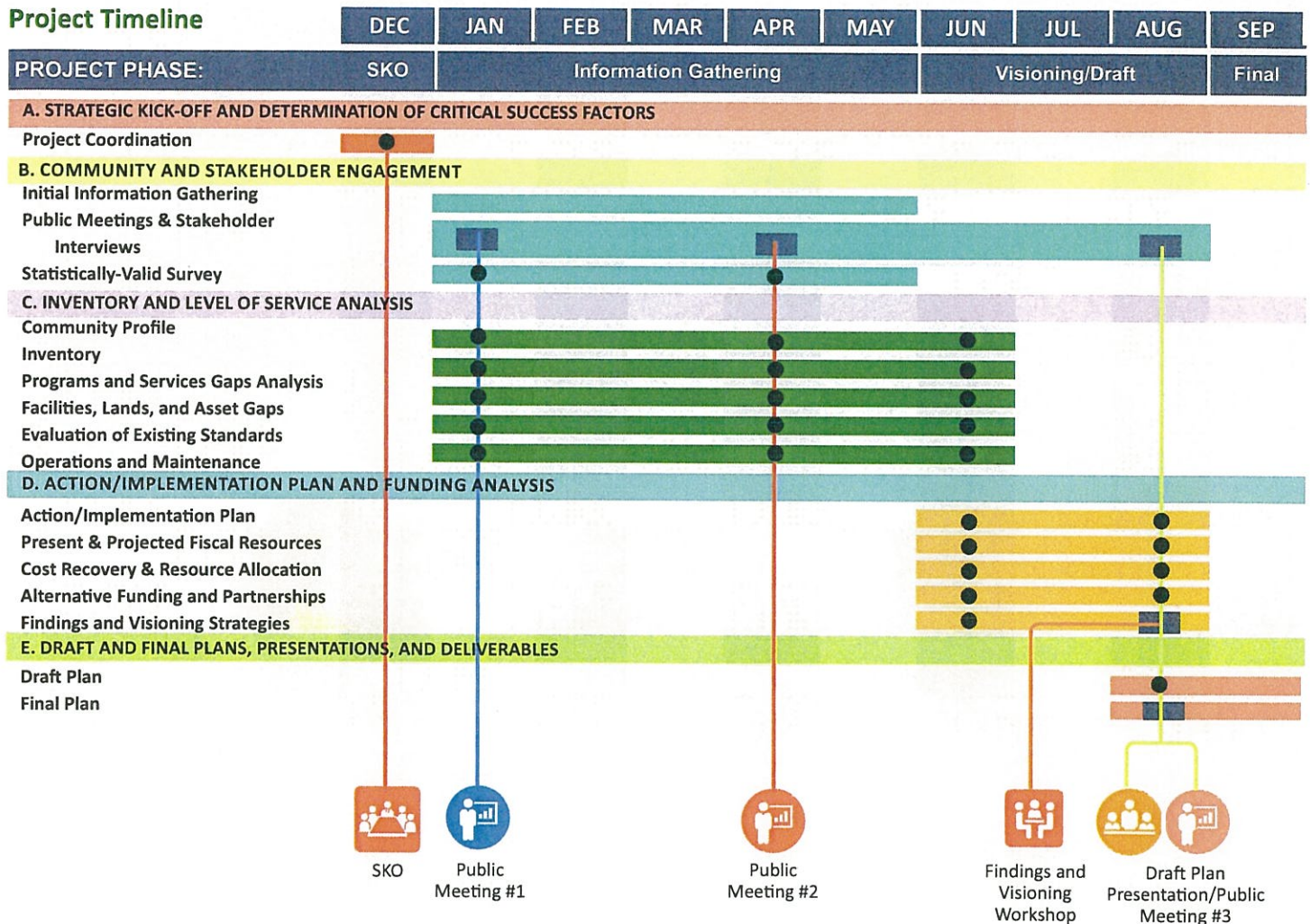
Completion:

2008



V. Project Timeline

Project Timeline





VI. Summary of Insurance Coverage



CERTIFICATE OF LIABILITY INSURANCE

GREELLC-03 EDOHERTY

DATE (MM/DD/YYYY)
4/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DCInsurers - Lakewood 1074 South Alkire Street Lakewood, CO 80228		CONTACT NAME: PHONE (A/C, No., Ext): (303) 987-3373 E-MAIL ADDRESS: john.ossian@dcinsurers.com FAX (A/C, No): (303) 969-9120	
INSURED GreenPlay, LLC 1021 South Boulder Road Suite N Louisville, CO 80027		INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford INSURER B: Pinnacol Assurance INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 41190	

COVERAGES			CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS							
INSR LTR	TYPE OF INSURANCE		ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X	COMMERCIAL GENERAL LIABILITY					
		CLAIMS-MADE X OCCUR		34SBAIR6876	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
		GEN'L AGGREGATE LIMIT APPLIES PER:					
	X	POLICY PRO-JECT LOC					
		OTHER					
A	X	AUTOMOBILE LIABILITY		34UECJJ1390	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		ANY AUTO					BODILY INJURY (Per person) \$
		ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
		HIRED AUTOS	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							\$
A	X	UMBRELLA LIAB X OCCUR					EACH OCCURRENCE \$ 1,000,000
		EXCESS LIAB	CLAIMS-MADE	34SBAIR6876	05/01/2016	05/01/2017	AGGREGATE \$
		DED X RETENTION \$	10,000				Gen Aggregate \$ 1,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	4019301	05/01/2016	05/01/2017	X PER STATUTE OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				E L EACH ACCIDENT \$ 1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If you would like to be a certificate holder your name and address must be listed here. For faster delivery, please provide a valid fax number or E Mail address

CERTIFICATE HOLDER For Informational Purposes only Company Name Address City State Zip	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2014/01)

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Client#: 1083094

GREENLLC5

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/14/2016

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PRODUCER USI Colorado, LLC Sm C/L P.O. Box 7050 Englewood, CO 80155 800 873-8500		CONTACT NAME: PHONE (A/C, No, Ext): 800 873-8500 FAX (A/C, No): 303 831-5295 E-MAIL ADDRESS:															
INSURED Greenplay, LLC. 1021 E. South Boulder Road Suite N Louisville, CO 80027		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover Insurance Company	22292	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims Made)		LH4815923106	05/01/2016	05/01/2017	\$2,000,000 Per Claim & Aggregate \$5,000 Ded.
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

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 ACORD 25 (2014/01) 1 of 1
 #S17664328/M17662869

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YKSZP

CITY OF GREENBELT, MARYLAND
PROPOSAL
Recreation & Park Facilities Master Plan



BRADLEY SITE DESIGN 

RECREATION AND PARK FACILITIES MASTER PLAN

BRADLEY SITE DESIGN SCOPE AND FEE

Analysis & Outreach Phase	\$23,600
--------------------------------------	-----------------

Research
Needs Assessment
City Demographics Study
Existing Facilities Study
Precedents
Surveys
Meetings and Presentations

Planning	\$25,800
-----------------	-----------------

Programming
Open Space Plan
Maintenance & Operations Plan
Resources Lists
Phasing Plans
Meetings and Presentations

TOTAL FEE: \$49,400.00

BRADLEY SITE DESIGN, INC.

159 RESEARCH ROAD | GREENBELT MD 20770 | P 240.893.0626 | BRADLEYSITEDESIGN.COM



November 21, 2016

City of Greenbelt
ATTN: Joe McNeal, Assitant Director of Recreation
Finance Office
25 Crescent Road
Greenbelt, Maryland 20770

RE: Proposal for Recreation and Park Facilities Master Plan of the City of Greenbelt

Dear Mr. McNeal:

Enclosed herewith is our proposal for Recreation and Park Facilities Master Plan for the City of Greenbelt.

Please be advised that I am authorized to legally present the firm in my capacity as President.

Sincerely,

BRADLEY SITE DESIGN, INC.

A handwritten signature in black ink, which appears to read "Sharon Bradley". The signature is fluid and cursive, with the first and last names being clearly legible.

Sharon Bradley
President

QUALIFICATIONS

Bradley Site Design was founded in Greenbelt in 1994 by longtime resident Sharon Bradley. Sharon has 32 years' experience in the field and has worked with Greenbelt staff on numerous projects. *Our innovative, integrated approach to design and our attention to the triple-bottom-line aspect of every project has garnered the team a number of awards in recent years. Our staff is highly responsive and our projects feature the principal's involvement at every stage.*

Our process involves a continuous and dynamic exchange of ideas among the stakeholders, resulting in aesthetics and functionality that not only remain in balance but enhance and strengthen each other. We work collaboratively throughout the design, permit and construction processes with the shared goal of producing the best possible finished product. The result: our designs are beautiful and highly innovative, and most importantly they are uniquely suited to the community.

Our team has gained a strong reputation among local agencies and clients for delivering projects on time, within budget, and with a level of creativity and quality only achievable through close personal attention. We have presented frequently before all of the local regulatory and review agencies and commissions. Most recently our designs for Greenbelt's Gateways and for Buddy Attick Park were approved by the City Council and all related advisory boards.

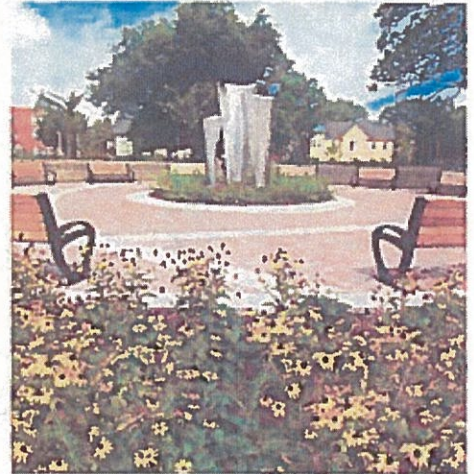
We are also known for our collaborative approach. We understand this project to be a highly communicative process involving many stakeholder groups. We have a depth of experience in outreach and communication techniques, and welcome the opportunity to engage the *community to develop the design together.*

Please review the enclosed Project Sheets (with client reference information), Resumes and our Company Profile for additional information.

BRADLEY SITE DESIGN

LANDSCAPE ARCHITECTURE | PLANNING

COMPANY PROFILE



Bradley Site Design is a Landscape Architecture and Urban Design firm founded in 1994 and dedicated to the creation of sustainable and inspiring sites. We combine strong technical expertise and cutting-edge sustainable site design methods with a graceful aesthetic and a collaborative style. Our innovative approach results in exciting, environmentally sound and socially responsible designs.

The firm is a certified woman-owned business team led by Sharon Bradley, RLA, ASLA. Small business certifications include Prince Georges County MBE/DBE, Maryland MDOT MBE/DBE and Washington DC LSDBE/CBE. Bradley is CLARB certified and professionally registered in Maryland, Virginia, Washington, DC. The BSD staff includes AICP certified planners, LEED Accredited Professionals with extensive experience in the preparation of site materials for LEED, Enterprise Green Communities, SITES, SEED and other certification processes. Our team was the first landscape architecture firm in Washington, DC to receive the Mayor's Environmental Excellence Award, and recently won two of the seven DC Water Green Infrastructure Challenge Awards.

At BSD, we bring a passion to our work that transcends the bottom line. We are a highly responsive team of professionals who consistently meet the demands of tight deadlines and budgets, while stretching minds and dollars to accommodate new and innovative solutions. Our comprehensive approach to site design encompasses all aspects of sustainability: environmental, social and financial.

Bradley Site Design provides services for a wide range of project types, including Community Design and Redevelopment, Public Space, Educational and Mixed-Use.

We offer a unique breadth of services, including:

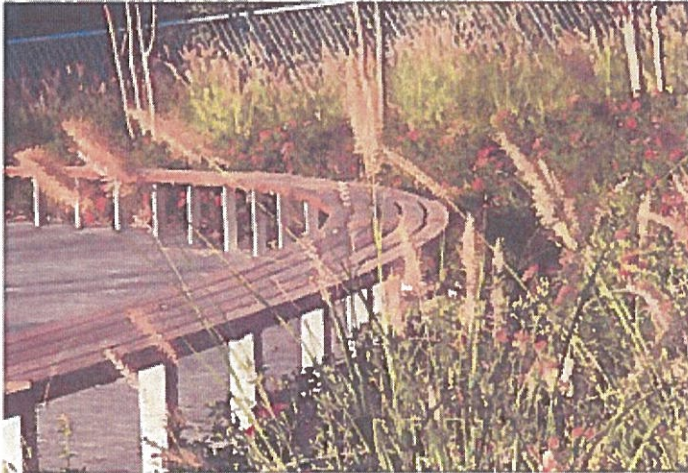
- Sustainable Site Design
- Low Impact Development Plans
- Land Planning
- Master Planning
- Redevelopment Strategies
- Urban Design
- Urban Agriculture
- Placemaking
- LEED Consultation and Documentation
- Community Outreach
- Charrettes
- Grant Writing
- Long-term Maintenance Programs
- Universal Design

BRADLEY SITE DESIGN

LANDSCAPE ARCHITECTURE | PLANNING

CHUCK BROWN MEMORIAL PARK

Washington, DC



The Bradley Site Design team prepared plans for a music venue and park to memorialize this iconic figure in American music history. Langdon Park, where Chuck Brown once performed, was renovated and updated with a new amphitheater and image panels that tell the history of the singer and the go-go movement.

Site features include a children's percussive instrument play area, seating areas, plazas and walkways of pervious pavers, bio-retention areas and native plantings, and an arc of vibrant Crape Myrtle specimen trees to complement the go-go color theme. The plant palette was selected for year-round interest and a multi-sensory experience. The project exceeds the rigorous new stormwater management requirements with subtle design features.

BENEFITS BY THE NUMBERS

Social:

- Interactive, multi-sensory site features
- Highly participatory community engagement process resulted in site layout which respects community desires for safety and placing high activity zones away from homes.

Economic:

- Low-maintenance landscape

Environmental:

- 2,567 sf bioretention facilities
- 16,689 sf pervious pavement
- 80% native plant palette

Client

Division of General
Services
Washington, DC

Reference Contact

Michael Marshall
202-537-1107
Michael@marshallmoya.com

Budget

\$1,950,000

Completed Cost

\$1,800,000

Delivery Method

Design-Bid-Build

Site Design Lead

Sharon Bradley

Civil Engineering

Chris Earley

QA/QC, Management

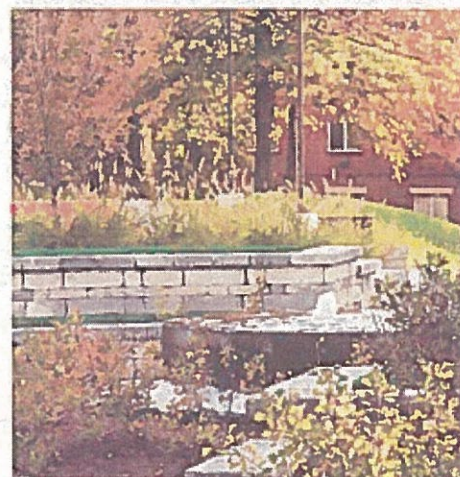
Esra Soytutan
Christopher Papp

BRADLEY SITE DESIGN

LANDSCAPE ARCHITECTURE | PLANNING

CENTENNIAL VILLAGE

Washington, DC



Centennial Village is a group of eight Catholic University dormitory buildings clustered around a central green space. This area had been unprogrammed, uninviting and little used. Bradley Site Design was engaged to provide design solutions to activate the space.

Design objectives included the creation of active recreation facilities, gathering areas, contemplative spaces, and pedestrian and vehicular circulation systems. The design had to accommodate a wide diversity of population volumes; from hectic move-in and move-out days or campus-wide events to quiet school days, the space needed to be pedestrian-scaled yet manage the occasional influx of vehicles.

The existing topography offered an opportunity to create an intimate amphitheater space featuring a soothing water feature. A plaza nearby provides a staging area for small-scale campus events like club registrations and dorm sign-ins, while the new basketball court is also the destination for an annual spring gala, concerts, and other large-scale gathering. Sleeves at the court's edge allow for the erection of the school's event tent.

BSD and the civil engineers collaborated to create a unique series of low impact development features. The site exceeds the stormwater retention requirements, with bioretention areas and pervious pavement systems over a field of rain tanks. Plant selections were predominantly native and based on year-round interest, with an emphasis on the school year itself.

The quad at Centennial Village has been a lively space since construction was completed before the fall 2014 semester, and it has already become an important venue for the school's traditions.

Client

The Catholic University
of America
Washington, DC

Reference Contact

N. Kurt Wiebusch
202-319-5516
wiebusch@cua.edu

Budget

\$1,000,000

Completed Cost

Under Budget

Delivery Method

Design Build

Design Lead

Sharon Bradley

Civil Engineering

Greening Urban

QA/QC, Management

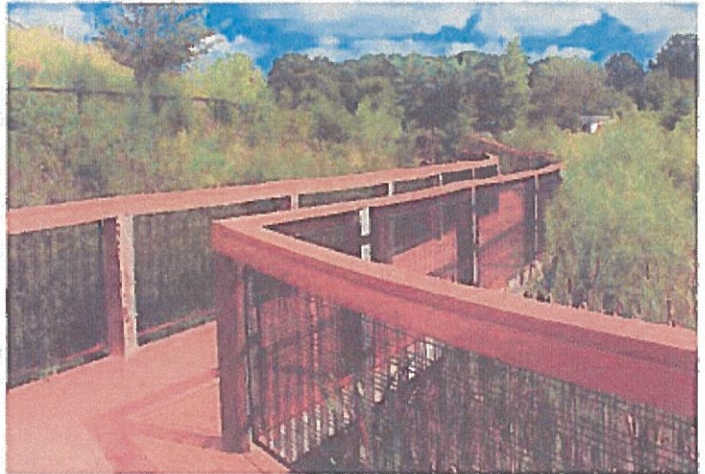
Bel St John Day

BRADLEY SITE DESIGN

LANDSCAPE ARCHITECTURE | PLANNING

DUCKETTS LANE ELEMENTARY SCHOOL

Elkridge, Maryland



The BSD design team has created a campus that serves as an educational experience much like the interior spaces. In order to accommodate a variety of learning styles across a broad curriculum, the team has incorporated a number of features designed to stimulate, inform, and inspire-- as well as beautify the school grounds.

The courtyards tucked among the classroom wings are settings for outdoor labs and learning spaces. The lab is a teaching tool: it follows the path of rainwater as it falls on a vegetated roof and trickles down a curtain of rain chains into a raised trough. The trough can be used for aquatic wildlife studies, a "touching pool" where students can handle species indigenous to the area's waterways. An overflow lip allows the water to spill into a runnel, covered by a grate but audible as it makes its way to the bioretention area beyond.

BENEFITS BY THE NUMBERS

Social:

- Partnership with school staff and county to create a landscape based on specific curriculum components to enhance learning activities
- Edible and educational plant areas for all age groups

Economic:

- Drought- and moisture-tolerant plant palette requires no irrigation and minimal maintenance.
- Saved an estimated \$12,045 in annual water costs if site required irrigation

Environmental:

- 72.9 % of species are native and 61.7% of Planting Units are native
- 560 s.f. of green roof
- 2,258 s.f. of pervious pavement
- 16,793 s.f. of bioretention area

Client

Howard County Public
School System

Reference Contact

Scott Washington
410-313-6807
scott_washington@
hcpss.org

Budget

\$25,000,000

Delivery Method

Design-Bid-Build

Design Lead

Sharon Bradley

QA/QC, Management

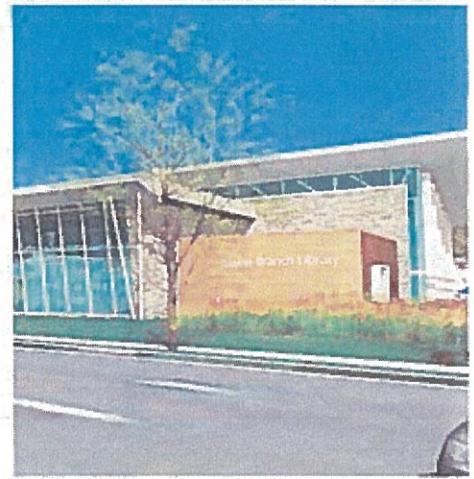
Esra Soytutan

BRADLEY SITE DESIGN

LANDSCAPE ARCHITECTURE | PLANNING

LAUREL LIBRARY – EMANCIPATION PARK

Laurel, Maryland



Laurel, Maryland is a city rich in history. Established as a small, semi-urban center with thriving cotton mills and foundries, the area also attracted a close-knit community of African Americans in the late 1800's. At its heart was St. Marks Methodist Church, still standing at the edge of the library site in what was once known as The Grove.

The design team explored a number of options to site the new building and its amenities to maximize its visual presence, ease of access and relationship to Emancipation Park. The dynamic lines of the architecture are drawn out into the landscape in strong diagonals and accentuated by bold, textural plant masses. Sculpted landforms undulate across the site to relieve a flat topography. The plant palette was selected to provide year-round interest.

Like the library building, the site offers a variety of settings for reading, learning, gathering and meeting. Its numerous sustainable design features make the site itself a teaching tool. Bioretention areas with native plants showcase innovative stormwater management techniques and attract birds, butterflies and other wildlife. Pervious pavement systems and dark sky-rated lights contribute to sustainability.

Amenities on the park and library grounds include a dog park, a small amphitheater and lawns for performances and the annual Emancipation Day festivities. The amphitheater plaza becomes a splash pad on summer days, activating the space throughout the season. The water park, playground, play mound and basketball court provide a dynamic set of recreational facilities.

Client

PG County Government,
Office of Central
Services
Largo, MD

Parks and Recreation
Laurel, MD

Reference Contacts

Library:
Jack Sloan
301-883-8450

Emancipation Park:
Mike Lhotsky
301-725-7800 x2304

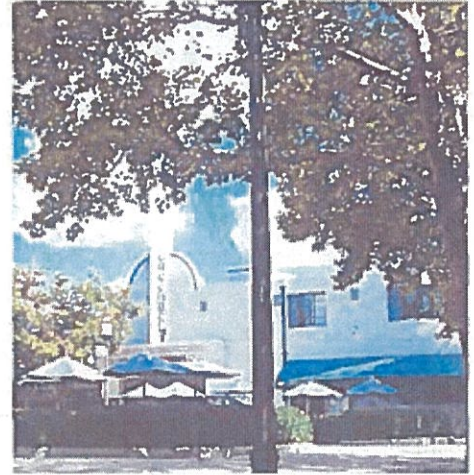
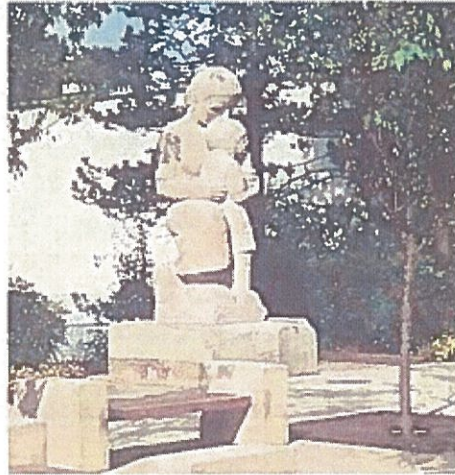
Budget

\$15,600,000

- Project designed within budget

Community Engagement

- Multiple meetings and presentations
- Work with a local artist



Greenbelt, Maryland is a renowned New Deal-era planned community, conceived and built in the 1930's. At its heart is the Roosevelt Center, the town's commercial and social core. BSD prepared a renovation design for a once-popular gathering and shopping area that had become dilapidated and deserted. The process was highly collaborative, involving extensive community input, numerous public meetings and charrettes. The resulting design combines historic elements from the 1937 plan with features that accommodate current uses.

The "Mother and Child" sculpture, created by WPA artist Lenore Thomas, was once a focal point of the Center, but this iconic piece had become obscured by heavy vegetation and damaged by vandalism and weathering. An Objects Conservator repaired the worn limestone, and BSD created a new plaza design that restores the strong central axis leading to the sculpture.

Bold details revived from the historic plan include period New Deal-style benches and rolled curbs along the redesigned planted areas. BSD also tapped current technologies, specifying the Cornell Structural Soil Mix to optimize tree root growth under the plaza without compromising the pavement. The shade trees now thrive in the Center, framing views and vistas for unobstructed lines of sight across the space. Café areas create a festive and inviting atmosphere in what is once again a lively town center.

Client

City of Greenbelt
Greenbelt, MD

Reference Contact

Celia Craze, Planning
Director
301-474-2760

Budget

\$300,000

- Project designed and built under budget.

Schedule

On time; all deadlines met.

Community Engagement

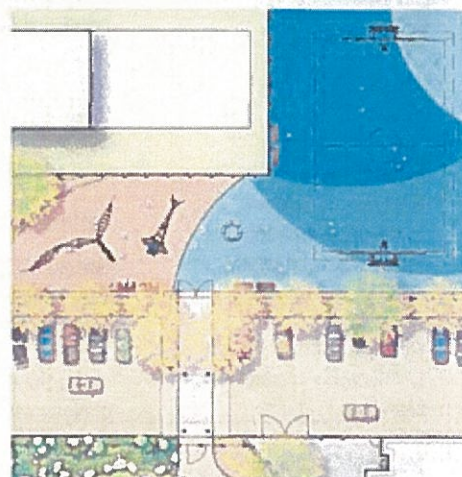
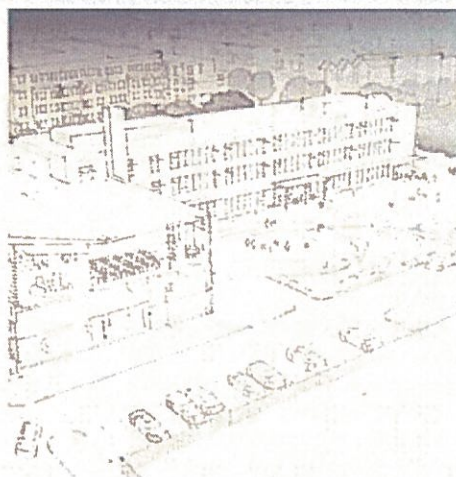
- Multiple community charrettes and meetings.
- Information and update articles in local paper.
- Information piece on local TV channel.
- Arranged to have local pre-school watch the new trees placed by crane.
- Memorial tree and bench programs.
- Project presentations at key events (most recently, at the 75th Anniversary Symposium organized by the University of Maryland)

BRADLEY SITE DESIGN

LANDSCAPE ARCHITECTURE | PLANNING

VAN NESS ELEMENTARY SCHOOL

Washington, DC



Located in the heart of the historic Navy Yard in Washington DC, Van Ness Elementary School has been closed for many years and is about to undergo a dramatic transformation. The design team is working with several DC government agencies, parent groups and local residents to develop designs for a complete renovation and addition for the school.

Bradley Site Design developed a site program and design that transforms the campus into a multisensory experience, integrating education and recreation into every part of the site.

The building frames an east-facing courtyard, offering opportunities for theme gardens, experimental plots, rain water capture and re-use, and a variety of active and passive recreation areas. Drawing on the historic context of the Navy Yard and boat-building industry, and capitalizing on the proximity to the Anacostia River, BSD has created a sequence of spaces that relate to nautical aspects, experiential learning and environmental awareness and stewardship. Stormwater capture and re-use systems have been integrated in playful and interactive ways, including intermittent stream beds, lushly planted bioretention areas, and a water feature that students can activate with pumps. Separate play areas for different age groups, universal access and changes in grade are handled with a subtle hand.

Different areas of the campus have been designed for a variety of classroom group sizes and flexible programming, so the campus spaces can evolve with the school curricula and traditions.

Upon completion of the project, the BSD team will gather benefits data and share the information with school staff to incorporate into environmental literacy units, and hopefully spur further exploration.

Client

Department of General
Services
Washington, DC

Reference Contact

Jeff Luker, AIA
202-591-2509
jluker@quinnevans.com

Budget

\$12,000,000 for Phase 1

Completed Cost

In Progress

Schedule

All deadlines met thus
far.

Design Lead

Sharon Bradley

Civil Engineering

Chris Earley

QA/QC, Management

Bel St. John Day



Sharon E. Bradley, RLA, ASLA

Principal

Sharon Bradley, founder of Bradley Site Design, Inc., has been designing prominent public spaces and institutions of cultural and historic significance in metropolitan Washington, DC for 32 years. She is committed to creating sustainable landscapes that seamlessly mesh sound engineering with inspiring designs to give character and vitality to urban spaces. Actively involved in every phase of BSD projects, she has developed a unique business model that addresses social, economic and environmental issues for a more comprehensive approach to design. Sharon began her career in 1984 and acquired her landscape aesthetic at Oehme van Sweden & Associates. She founded Bradley Site Design in 1994 to focus on projects that have a positive impact on urban communities. She and her BSD colleagues were the first landscape architects to receive the Mayor's Environmental Excellence Award, and the team recently won two of the seven DC Water Green Infrastructure Awards.

Relevant Experience

Greenbelt Wayfinding System

Greenbelt, Maryland

Design Principal responsible for overseeing the creation of a hierarchical wayfinding system that honored the historic city's past while acknowledging its increasing importance as a SmartGrowth hub. In addition to signage at the State Highway level where SHA-approved signs were placed at strategic locations, three other categories of signs were identified for sites in and around the community: primary Historic Greenbelt monuments, secondary column signs, and pole signs. The process began with a detailed exploration of the approaches and entrances to the city, internal circulation, and key features and buildings. This thorough photographic record provided the platform for discussion, and enabled the design team and stakeholders to determine wayfinding needs at various locations. Critical locations were identified, and using BSD's precedent images, the hierarchy of wayfinding methods developed. Danielle led the BSD team to create designs for the wayfinding elements, providing a number of options for configurations and materials. She worked with the city's museum curator to draw upon historically relevant forms, fonts and other details. Coordination with sign fabricators provided insights regarding materials, costs and constructability. BSD produced a complete document set for permitting and construction.

The Catholic University of America – Centennial Village

Washington, DC

Design Principal responsible for leading design and construction administration efforts for this signature space on CUA's campus. After BSD completed programming and design for the central portion of Centennial Village, the team is completing the space's transformation by updating the dormitory entrance ways. The design includes all new paving for vehicular pull-offs and expanded courtyards, rain tanks, and native-planted bioretention systems which meet the new stormwater and Green Area ratio requirements. The entrance designs tie together with the programmed central plaza seamlessly, completing the vision for Centennial Village.

St. Paul's – Rock Creek Cemetery

Washington, DC

Design Principal responsible for overseeing the development of a cohesive set of plans for this historic and iconic Washington DC cemetery. New designs achieve a distinct and consistent identity, clear wayfinding, increased sustainability and more efficient stormwater management, as well as elegant spaces for contemplation, celebration and gathering. To satisfy the clients' desire to reinstate the traditional role of the cemetery as a park-like destination, BSD has created a pastoral amphitheater, gently folded into a hillside, a celebratory plaza at the church's entry, an entry sequence with a welcoming sense of arrival, and other special spaces on the grounds. A master plan for materials and features will help guide cemetery and church staff in selections that will maintain the renewed sense of identity. Ms. Sette has contributed to the new designs by updating and completing layout, planting, materials plans and construction details.

Chuck Brown Memorial Park

Washington DC

Design Principal, working closely with the architects to prepare plans for a music venue and park to memorialize this iconic figure in American music history. The existing DC Langdon Park was renovated and updated with a new amphitheater and image panels that tell the history of Chuck Brown and the go-go movement. Site features include a children's percussive instrument play area, seating areas, plazas and walkways of pervious pavers, extensive bio-retention areas and lush layers of native plantings. The team coordinated with DGS and the community, and presented the project successfully before the Commission of Fine Arts.

Education

Bachelor of Science,
Landscape Architecture,
Penn State University,
1984

Registrations

Landscape Architect –
Maryland, Virginia

National Council of
Landscape Architectural
Registration Boards

Affiliations

American Society of
Landscape Architects

Executive Committee,
Potomac Chapter ASLA

Chair, Community
Improvement Day
Committee, District of
Columbia Building
Industry Association

Founding Committee
Member: Elizabeth Seton
High School LEAD
Program

Coalition for Nonprofit
Housing and Economic
Development

Resource Team Member,
Sustainable Cities Design
Academy, American
Arch. Foundation

Juror, EPA Campus
RainWorks Challenge



Esra Soytutan, ASLA, LEED AP

Landscape Architect, Construction Administration Specialist

Esra has ten years of experience as Design and Construction Project Manager, bringing a meticulous attention to detail to design documents and ensuring that each project's design intent is clearly and completely translated into the built product. Her diverse experience include educational and cultural facilities, urban parks, memorial gardens, community design, and mixed-use developments. Esra is also highly skilled in public outreach, having led numerous public meetings and charrettes. Adept at the collection and synthesis of ideas, she is an invaluable part of any project that requires community consensus building.

Relevant Experience

Education

Master of Landscape Architecture, Morgan State University, Maryland 2006

Bachelor of Landscape Architecture, Ankara University, Turkey 2002

Accreditations LEED AP

Affiliations

American Society of Landscape Architects

U.S. Green Building Council

Chamber of Landscape Architects, Turkey

East Hills Master Plan Pittsburgh, Pennsylvania

Project Manager. BSD provided land planning and landscape architecture services for this neighborhood of new and rehabilitated multifamily homes. The design team created a New Urbanist-style layout featuring a core area of shared amenities at the center of the development to encourage social interaction and foster a sense of community. A Village Green, orchard, community gardens, pavilion and amphitheater were incorporated. Bioretention areas, stone filter belts, extensive native plantings and numerous other sustainable site features were also included. Low Impact Development techniques resulted in minimal earthwork requirements during construction, and low maintenance and operations costs.

Laurel Branch Library and Emancipation Park Laurel, Maryland

Project Manager. Working in close collaboration with the architects, BSD honored local history in the design of Emancipation Park and the grounds of the new Laurel Branch library. Components of the park include an amphitheater, splash pad, playgrounds, reading areas, educational panels, sculpture, and a boardwalk over lushly planted bio-retention areas. Sculpted landforms and a seasonal planting palette provide year round visual interest and create dynamic sight lines from the interior of the library. Esra worked with city, state and county staff, local residents, civic groups and other stakeholders to produce a vibrant community hub that reflects the cultural and historic context. She oversaw the project from the Analysis Phase through Construction Administration.

Hyattsville Branch Library Hyattsville, Maryland

Project Manager. BSD provided site design services for new construction, including research and community outreach, the placement of the iconic saucer structure, and plans for pedestrian and vehicular circulation, terraces, stormwater management facilities and general planting. Esra led the BSD team to create a signature space in a rapidly evolving area of the County, incorporating lushly planted bioretention areas, pervious pavements, a cistern and other features as part of an educational and interactive campus.

Prince Georges Community College - Culinary Arts Building Largo, Maryland

Project Manager: BSD developed a Culinary Arts facility which complies with all current County regulations and closely reflects the academy's programming. An outdoor kitchen with a grill and refrigerator, as well as an accessible edible garden, create hands-on learning opportunities that provide irreplaceable educational value. Esra worked closely with the design team and stakeholders to create an edible, educational landscape, and ensured that the team met deadlines within a very tight timeframe.

UNDERSTANDING OF PROJECT

VISION

The growth of the Greenbelt community has been an important component in this historic city's development. Bradley Site Design sees the Recreation and Park Facilities Master Plan as the beginning of an exciting new chapter in that story, launching a critical unifying effort to overlay a cohesive network of green space. As such it should be developed as the model for future city networks in terms of its process, its physical results and its tangible and measurable benefits to the community.

IDENTITY

Greenbelt is both a historic and a forward-thinking city, and our goal would be to express its unique identity through beautiful and multifunctional destinations that support a variety of activities. A set of place-making Guiding Principles will be developed through consensus, laying out design precepts that are truly representative of the city and its residents: past, present and future.

PROCESS

Analysis and Outreach Phase

We recognize that not everyone can attend public meetings or feels comfortable speaking out in public. In order to engage all potential users we would offer multiple outreach methods to gather input and to communicate information on the developing plan. In addition to **public meetings**, the BSD team will distribute **hard-copy surveys** and post **electronic surveys** for community input, post **suggestion boards and boxes** at key gathering places, and produce regular informational articles for the News Review. Presentations at *Council meetings* will be available for viewing on the local television feed, and the City's website can also be used as a vehicle for project information and updates.

BSD will also conduct an extensive study of City demographics, existing facilities, trends in recreation, and precedents from other cities globally. This information will guide design decisions to produce a plan that is tailored specifically for its citizens and features some of the most innovative thinking in the world. Partnerships strengthen every endeavor, and BSD will look for opportunities to engage local and national organizations that can expand the available resources and programs.

Planning Phase

Using the data acquired in the Analysis and Outreach Phase, the BSD team will develop recommendations for programming existing and additional facilities. The team will work with City staff and the Council to produce a prioritized **Program** and associated **Plans** for the distribution of programming elements. A prioritized Maintenance and Operations Plan will accompany the recommended facilities.

At regular intervals the team will report to the City's Project Manager, City Council, Advisory Boards and residents to communicate progress and to gather feedback. Each successive meeting will feature updated materials that reflect the input from the previous gathering.

DELIVERABLES

Analysis

- **Needs Assessment Survey**
- **City Demographics and Social Trends**
- **Existing Facilities Map and Services Report**
- **Resident Survey Results and Report**

Planning

- **Prioritized Programming List**
- **Parks and Open Space Plan and Report**
- **Prioritized Maintenance and Operations List**
- **Recreation Organizations and Resources (including funding opportunities)**
- **Phasing Plans**



CERTIFICATE OF LIABILITY INSURANCE

BRADL-1

OP ID: KE

DATE (MM/DD/YYYY)

11/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ronel Associates Insurance Inc 14 West Saratoga St Baltimore, MD 21201	CONTACT NAME: Kathy Eagers PHONE (A/C, No, Ext): 410-837-2320 FAX (A/C, No): 410-625-0911 E-MAIL: kathy@completeplanning.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: CNA NAIC # 20443 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Bradley Site Design Inc 1010 Wisconsin Ave. NW #208 Washington, DC 20007	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		4012651627	03/01/2016	03/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		4012651627	03/01/2016	03/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC412651689	03/01/2016	03/01/2017	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability		LAH288293883	09/12/2016	09/12/2017	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kathleen Eagers

Kathleen Eagers

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Introduced:
1st Reading: February 13, 2017
Passed:
Posted:
Effective:

RESOLUTION NUMBER XXX

A RESOLUTION TO NEGOTIATE THE PURCHASE OF ANNUAL LAWN MOWING AND LANDSCAPE SERVICES FROM LORENZ, INC. OF BALTIMORE, MARYLAND AT A COST NOT TO EXCEED \$47,984

WHEREAS, the City issued a Request for Proposals for annual lawn mowing and landscaping services; and

WHEREAS, three proposals were received and evaluated by City staff; and

WHEREAS, the proposal submitted by Lorenz, Inc. best meets the City's needs and will provide lawn mowing and landscaping services for the lowest cost. NOW, THEREFORE,

BE IT RESOLVED by the Council of the City of Greenbelt, Maryland, that the City Manager be authorized to contract with Lorenz, Inc. of Baltimore, Maryland, for annual lawn mowing and landscape services at a cost not to exceed \$47,984.

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting of February 27, 2017.

Emmett V. Jordan, Mayor

ATTEST:

Cindy Murray, City Clerk

CITY OF GREENBELT, MARYLAND

TO: Nicole Ard
City Manager

FROM: Richard Fink II
Superintendent of Parks & Grounds

VIA: Jim Sterling
Director of Public Works

DATE: February 8, 2017

SUBJ: Award of Request For Proposal – Lawn Mowing and Landscape Services

Background

On January 5th, 2017, City staff opened the Request for Proposals (RFP) for this project. Three proposals were received ranging from \$47,984 to \$169,400. The RFP document was advertised in the newspaper as well as on E-Maryland Marketplace and the City of Greenbelt website.

In the RFP document, staff specified lawn mowing and landscaping services for various areas around the City. The RFP includes labor and material to maintain the areas in the RFP for which natural landscaping based standards and specifications are referenced. The proposal clarifies the scope of work for each task that the contractor is required to perform, thus eliminating some of the performance issues that have existed in the past.

The RFP mandated attendance at the pre-proposal meeting. All three contractors who submitted proposals were at the pre-proposal meeting. The pre-proposal meeting provided an opportunity to review site conditions, examine the scope of work and to answer questions. I have attached a copy of the RFP dated January 5, 2017, the proposal submission forms, and the sign in sheet for the pre-proposal meeting.

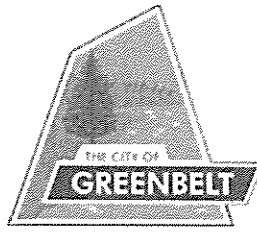
Analysis of Proposals

Public Works staff carefully reviewed the three proposals: Lorenz, Inc. (\$47,984), Cypress Services (\$98,000), and R.H. Hilario's Landscaping LLC (\$169,400). References for Lorenz, Inc. were contacted and checked out fine. The references described Lorenz, Inc. as a productive and dependable contractor, capable of doing the work described in the RFP. The company was invited for an interview with Public Works staff on February 8, 2017. Benjamin Hall, Director of Operations for Lorenz, Inc. answered questions from staff and provided convincing answers about his company's ability to do the job.

Staff Recommendation

Staff recommends that Council award the RFP for the lawn mowing and landscaping services to Lorenz, Inc. for the following reasons:

- Lorenz, Inc. interviewed well and was willing to share all their working documents.
- Lorenz, Inc. is willing to meet the preferred “green” requirements of the RFP including hand and mechanical removal of weeds.
- Lorenz, Inc. is currently working for other notable municipalities and government organizations including Harford County Parks, the City of Baltimore, and Howard County Department of Recreation and Parks.
- Lorenz, Inc. is an experienced company that specializes in commercial work.
- Lorenz, Inc. is the lowest proposal.



REQUEST FOR PROPOSALS (RFP)

Lawn Mowing and Landscaping Services For Various Locations January 5, 2017

Proposal Deadline: Friday, February 3, 2017, 10:00am

Overview

The City of Greenbelt, Maryland, is seeking proposals for a Contractor who has demonstrated abilities to perform the attached Scope of Work. The contractor must currently be in the business of providing lawn and landscaping maintenance services of this type and must have been doing so for a minimum of at least five (5) consecutive years. All applicable federal, state, and local laws, ordinances and regulations must be adhered to.

Contractors submitting a proposal should review the procurement requirements listed. Specifically, the selected Contractor will be required to:

- Execute a contract with the City of Greenbelt;
- Attend a pre-proposal meeting where City staff will review regulations and requirements;
- Complete certain forms and certifications;
- Maintain General Liability Insurance (\$1,000,000 minimum); Workers Compensation Insurance (\$500,000), business automobile liability (\$1,000,000) and furnish proof of such insurance.

No Contractor who is the recipient of City of Greenbelt funds, or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee, applicant, or any member of the public because of race, color, sex, gender, sexual orientation, religion, age, marital status, national origin, veterans status, physical or mental disability or perceived disability, or other criteria protected by law.

Discriminatory practices based on the foregoing are declared to be contrary to the public policy of the City. The City of Greenbelt complies with all Equal Employment Opportunity requirements.

The City of Greenbelt does not discriminate in the admission of, or employment in, its programs, activities or services. Minority and women owned businesses, as well as Contractors located in Greenbelt or Prince George's County, are encouraged to submit proposals.

Proposal Submittal

Proposal responses shall be submitted on the Proposal Submission Form (page 11). All costs are to be final.

Proposal must include a minimum of three professional references. These references should be attached to the Proposal Submission Form and include current contact information including name, address, telephone number and email address.

Please direct any questions regarding proposal submission to the Contract Manager listed on Page 10.

Completed proposals must be received no later than February 3, 2017, 10:00am and delivered to: City of Greenbelt, Finance Office, 25 Crescent Road, Greenbelt, MD 20770, clearly marked "Lawn Mowing and Landscaping Services".

NOTE: Proposals received after this deadline may be refused and deemed ineligible for consideration at the City's sole discretion.

Selection of Contractor

The City of Greenbelt (City) will review all proposals submitted and if deemed to be in the best interest of the City, a Contractor will be chosen. The City shall be free to accept any proposal it deems appropriate in its sole discretion. The City will determine final scope and project components, based on funding availability.

The Contractor selected will be required to submit a Certificate of Insurance naming the City of Greenbelt as an additional insured, which will be reviewed by the City Manager's Office.

A contract will then be negotiated between the Contractor and the City, with each agreeing to the terms of the contract and affixing authorized signatures. The contractor will be required to complete all forms and certifications required by the City, State and Federal governments.

Proposal Requirements and Examination of Work to be Performed

The Contractor is required to thoroughly examine the RFP requirements and the work contemplated, and it will be assumed that the Contractor has investigated and is satisfied as to the requirements. It is mutually agreed that submission of a request for proposal shall be considered prima facie evidence that the contractor has made such examination.

Before submitting the RFP, the Contractor shall examine the scope of work and visit the site of the work to become familiar with the working conditions and the exact nature and extent of the work taking into account any special or unusual features peculiar to this project. By submitting a proposal, the Contractor, if selected for award, shall be deemed to have accepted the terms of this RFP.

There will be a mandatory pre-proposal meeting on January 20, 2017 at 10:00 am at the Public Works Maintenance Facility, 555 Crescent Road, Greenbelt, MD 20770 to discuss the Request For Proposal, including viewing existing conditions, examination of scope of work and to answer questions. Proposals received from Contractors who do not attend this meeting will not be considered.

Section 1

GENERAL INFORMATION

This RFP contains instructions governing the content of the proposals and the format in which they are to be submitted. It does not attempt to define all of the contract needs nor detail them. Rather, it is flexible and allows for the credentials of the Contractor to be demonstrated in the areas of expertise necessary to the contract. There are mandatory requirements to be met, but should the Contractor foresee the need for qualification of the effort or additional requirements, concise and relevant discussion is encouraged. Questions from contractors shall be accepted by the Contract Manager via email or phone. Emails shall be submitted to rfink@greenbeltmd.gov or by phone 240-542-2151.

Living Wage Requirement

The City has a Living Wage Policy. Any contractor to the City with a contract valued at \$50,000 or more must comply with the City's policy and pay all its employees a Living Wage or better. All City contractors are encouraged to pay a living wage. The Living Wage is set July 1 of each year based on the State of Maryland, Living Wage which is set by the State's Division of Labor and Industry.

Section 2

SCOPE OF SERVICES BACKGROUND AND PURPOSE

This scope of work pertains to the requirements of maintaining grass and landscaped areas at various locations in the City. As part of the response to this RFP, bidders if awarded, will be required to fill out a weekly check sheet showing what tasks were completed. The overall responsibility of the Contractor is to coordinate, plan, manage, and perform activities described in this RFP to maintain an acceptable appearance in those areas included in the RFP.

The Contractor shall furnish all labor and materials necessary to perform the mowing and landscaping maintenance tasks in the RFP. Contractor shall complete all the tasks listed below and will comply with all the requirements and specifications.

It shall be the Contractor's responsibility to verify the areas, sizes and quantities of the surfaces and items to be maintained in this RFP. Failure of the Contractor to verify the listed amounts shall not relieve the Contractor of the responsibility to provide all services required to the standards included herein, for the prices submitted in Contractors proposal.

2.1 HOURS WHEN WORK IS TO BE PERFORMED

All work is to be performed Monday through Friday from 7 am to 6 pm and Saturday 8 am to 5 pm. No work shall be done on Sunday without written permission from the City.

2.2 SCHEDULING OF WORK - BEGINNING OF CONTRACT TERM

- A. At least five (5) business days prior to the commencement of the contract, the Contractor shall submit in writing to the Contract Manager or his/her designee, the name of the On-site

Supervisor authorized to act for the Contractor in every detail for the lawn mowing and landscape services.

- B. At least five (5) business days prior to the commencement of the contract, the Contract Manager, or his appointee, will confer with the Contractor and review the total specification requirements, total workload and the lawn mowing and landscaping services proposed by the Contractor.

2.3 SPECIFICATIONS

The lawn and landscaped areas must be maintained and serviced at the frequency and to the standards as detailed in these specifications. The Contract Manager or his/her designee shall determine whether the tasks have been performed, and that the performance is in accordance with the standards set forth in these specifications. Failure to perform a task or to perform a task to the specified standard will result in reductions in the Contractor's monthly invoice.

Landscape Maintenance Standards and Specifications

Overview: The City believes that using Natural Landscaping techniques to maintain City property will create a landscape that is healthy, resource-efficient, sustainable, and cost-effective to manage. When Natural Landscaping techniques are applied in landscape design, construction, and long-term maintenance, there are many benefits, including easier maintenance, lower costs, and higher property values.

It is the City's expectation that the Contractor's proposal will comply with these Natural Landscaping-based standards and specifications. It should be the Contractor's expectation that the City will only consider awarding the contract to a Contractor whose bid shows compliance. The Contractor should also expect to be held to these standards throughout the course of the contract.

The following standard outlines the scope of services and responsibilities required of the Contractor, but may not be inclusive of the entire scope of services. The specifications outline the quantity and category of work required. Other parts of the contract (**not included here**) provide requirements such as insurance and licensing standards, hours of work, work authorizations, etc.

A. GENERAL STANDARDS

1. GUARANTEE AND REPLACEMENT

- a. Contractor shall replace, at no additional cost to City, any turf, plant materials or any other City property damaged as a result of improper maintenance attention or procedures. Replacement material shall be of the same size and variety as the dead or damaged material. Property damage must be done within two weeks of identification of damage. Alternatives to size, variety and scheduling of replacement must have written permission of the City.
- b. Contractor is not responsible for losses, repair or replacement of damaged work or plant material resulting from theft, extreme weather conditions, vandalism, vehicular incidents (other than Contractor's vehicles) or the acts of others over whom they have no reasonable control.
- c. Contractor shall inform the City on a monthly basis of plant losses unrelated to the maintenance activities, provide the City with a probable cause of the plant loss, and provide recommendations for replacement along with pricing for replacement.

2. CONTRACTOR RESPONSIBILITIES

- a. Contractor will provide staff able to perform work at the highest standards of horticultural excellence. Key staff shall have current knowledge of best management practices (BMP's) regarding: safety, hazardous materials spill response, lawn care,

plant health, pruning, and integrated pest management. The City reserves the right to demand the replacement of Contractor's staff who do not meet the City's standards for safety, professionalism, or horticultural knowledge.

- b. Preference will be given to firms certified by green programs such as Green America <http://www.greenamerica.org/greenbusiness/>.
- c. Provide an emergency contact list identifying the names, positions held, and phone numbers of key maintenance personnel. Provide mobile numbers for the landscape maintenance manager and site supervisor.
- d. Attend meetings and site inspections of the grounds as requested.
- e. Contractor shall maintain a computerized log of activities performed and provide a written copy monthly.
- f. Establish a schedule/chart for regular maintenance activities by area and submit to the Department of Public Works for review. Contractor to review proposed schedules with Public Works at the regularly scheduled meetings and adjust as necessary to avoid conflicts. There are several events that go on each year that require the property be in compliance with the specifications of the RFP at the time of the event (Earth Day and Fall Fest are two examples).

B. SCOPE OF WORK

1. GENERAL PRACTICE GUIDELINES FOR MATERIALS AND EXECUTION

- a. This document is intended as a benchmark of the City's minimum standards for maintenance, repair and improvements. However, the City respects the Contractor as a professional and as such, will take under consideration, any and all recommendations made by the Contractor.
- b. Contractor shall furnish all labor, equipment, and materials necessary to complete the maintenance of turf and plantings, as specified herein. It is the intent of the City that the sites identified in the RFP be maintained in a resource-efficient, sustainable, and cost-effective manner.
- c. Maintenance shall consist of spring removal of old mulch, pruning, mowing, Integrated Pest Management (IPM), weed/insect/disease control, litter control and any other procedures consistent with good horticultural practice necessary to ensure normal, vigorous, and healthy growth of turf and landscape plantings.
- d. All turf shall be mowed with professional quality mulch-mowing equipment. Prior to award of contract, Contractor shall provide to the City the make and model of the mower(s) that will be used.
- e. Contractor is encouraged to use non-polluting devices like rakes and brooms when feasible. The City prefers that blowers and other power equipment are low-decibel, low-fossil fuel consumption, and low-emissions models.
- f. Contractor is encouraged to develop cultural practices which incorporate on-site recycling of organic materials, such as leaves and grass clippings, and the use of recycled materials in its maintenance operations.
- g. Contractor shall visually inspect all landscape areas monthly from April through September to identify potential pest problems. Pest problems include insect, disease, and weed infestations. The presence of a pest does not necessarily mean there is a problem. Contractor shall keep written records of pests identified and areas where problems may be developing.
- h. Cooperatively identify any area where non-chemical IPM control methods should begin.
- i. Control of Weeds: Use cultural methods (mulch, proper pruning) to encourage plant health and growth and discourage weeds. Keep planter beds and tree wells free of weeds and debris on a rotational basis, weekly throughout the year by hand pulling or other mechanical means. Entire site shall be weeded by hand or mechanical weeding methods

that remove the roots every week. Ground covers are to be trimmed so they meet but do not grow over walkways or outside any of the planters.

2. NOXIOUS WEED CONTROL

- a. Noxious Weed list can be found on **The Maryland Invasive Species Council** web site <http://www.mdinvasivesp.org/>.
- b. Noxious weeds must be bagged and disposed of at the landfill.
- c. Non-designated and weeds of concern shall be controlled with ongoing IPM and healthy landscape management techniques.

C. MATERIALS AND EXECUTION – TURF MAINTENANCE

1. TURF MOWING

- a. All turf will be mowed with professional quality mulching mower equipment. Pricing assumes that bagging and removing clippings will be required only when excessive leaf debris is present, turf is too long to mulch, or when moisture conditions are too high to allow effective mulching without substantial clumping of turf debris.
- b. Prior to each mowing, remove all litter and debris from lawn areas. Formal turf areas shall be mowed per the schedule below and maintained at a height of no less than 2-1/2 inches and no more than 3 inches. Coordinate mowing schedules with City.
- c. Alternate mowing direction where feasible every mowing. Maintain a uniform lawn height free from scalping.
- d. The City and the Contractor will evaluate and determine any areas that require bagging and removal of clippings on a regular year-around basis.
- e. Contractor is responsible for any damage incurred as a result of mower damage to trees and shrubs and must repair or replace any such damage at no cost to the City. Properly maintained tree wells are encouraged to minimize such damage.
- f. Clippings will be swept or blown from hardscapes after each mowing. Sweeping is encouraged when feasible.

2. TURF MOWING SCHEDULE

Month	Number of cuts
April	Weekly
May	Weekly
June	Weekly
July	Every 10 days
August	Every 10 days
September	Every 10 days
October	Two mowings
November	Two mowings

NOTE: Base Contract price includes 26 mowings per the mowing schedule. Schedule of mowings may be altered per the City's request or as required by climatic conditions.

3. TURF EDGING AND TRIMMING

- a. Mechanically trim all landscape turf edges once a month. Edges include all formal lawn perimeters and tree wells in lawn areas. In April, June, and August, redefine all formal lawn edges with a mechanical blade-type edger or hand spade. Clean debris from hardscapes and non-turf landscape areas. Remove larger debris.
- b. Trim all formal lawn areas that cannot be reached by a mower after each mowing. Areas to be trimmed include any lawn adjacent to poles, signs, bollards, trees, walls and all other obstacles. Perform trimming to the same height as mowing. Clean debris from hardscapes and non-turf landscape areas, remove larger debris.
- c. Contractor shall trim around all guardrails every other mowing.

- d. Contractor is responsible for any damage incurred as a result of trimmer or edger damage to trees and shrubs and must repair or replace any such damage at no cost to the City. Properly maintained tree wells are encouraged to minimize such damage.

D. MATERIALS AND EXECUTION - GENERAL AREA MAINTENANCE

1. LEAF AND BRANCH REMOVAL

- a. Keep walks, patios, planting beds, roadway gutters and lawn areas free of leaves on a weekly basis throughout the year.
- b. In autumn, leaf removal shall occur at each visit as needed to prevent smothering of turf and groundcovers and excessive clumping when mulch mowing. The City's preference is that whenever safety and plant health are not compromised that leaves remain on-site and are incorporated into mulch under plantings. Remove leaves from site only as needed to maintain a neat appearance and the health of the plantings.

2. LANDSCAPE DEBRIS REMOVAL

- a. Remove biodegradable landscape debris (turf clippings (limited to only those times when mulch mowing is not possible), leaves, branches, dead plant material, etc.) to yard refuse recycling sites. Acceptable sites include topsoil producing facilities and/or other facilities, which utilize yard waste for landscape purposes. No biodegradable material should be disposed of as garbage, except noxious weed debris.

3. LANDSCAPE TRASH REMOVAL

- a. Remove all trash from landscaping beds and turf areas. Contractor shall haul it away for appropriate disposal.
- b. All recycling will be separated and disposed to a recycling center at Buddy Attick Park or on Hanover Drive in Greenbelt.

4. MULCH REPLACEMENT

- a. Early Spring, Contractor shall remove old mulch and replenish mulch to maintain a depth of two to three inches in all planting areas and tree wells. Established beds where plant foliage or groundcover completely covers the soil surface require no additional mulch. Keep mulch at least two to three inches (2 – 3”) away from the crown of plants and trees.
- b. After leaf removal in Fall, a light mulching is to be done in all landscaping to maintain the 2 ½” depth in all planting areas.
- c. Mulch shall be brown shredded hardwood.
- d. “Red” bark mulch or dust shall not be used.

2.4 PROPERTIES AND LOCATIONS OF WORK TO BE PERFORMED UNDER RFP

A. Properties and locations included in base bid:

LOCATIONS	LAWN CARE	LANDSCAPE MAINTENANCE
1. Mandan Road	From Greenbelt Road to Mathew Street (south side of Greenbelt Road) all medians. Starting at property line of 8209 Canning Terrace right of way (school board property side of street only) including dead end area and hillside to the right at dead end.	All landscaping in medians and tree beds. Includes dead end area.

2. Ora Glen Drive	From Hanover Parkway to Mandan Rd all medians. The right of way west of Morrison Drive on the South side of Ora Glen Drive from the traffic circle to Mathew Street. Right of way starting at Bank Of America (next to pond) south on Hanover Parkway to Hanover Office Park.	Landscaping in circles, medians and choker islands.
3. Hanover Parkway	All medians from Greenbelt Road to Good Luck Rd.	All landscaping in medians and tree beds from Greenbelt Road to Good Luck Road.
4. Hanover Parkway	From Good Luck Road to Green Crescent Court and Brae Brooke Drive right of way directly across the street from Spring Manor Drive (15 ft. from the back edge of the asphalt path).	All landscaping in medians, from Greenbelt Road south on Hanover Parkway to Good Luck Road.
5. Greenbelt Road	Right of way from Mandan Road west bound to the Board of Education Property to the end of guard rail (north side).	
6. Hanover Drive and Dog Park	In and around the Dog Park. Right of way from Hanover Parkway to the dead end of Hanover Drive (Just Dog Park side of roadway).	All tree beds.
7. Schrom Hills Park 6915 Hanover Parkway	All of Schrom Hills Park including fence lines (both sides). Schrom Hills Park right of way frontage. Ball fields are excluded.	All landscaping, tree beds and circles. Excluding the Three Sisters Garden.
8. Greenspring Park on Greenbury Drive	All areas.	All landscaping and tree beds.
9. Green Crescent Court	Right of way, between 6801 and 6807, 6815 and 6820.	At the bottom of the retaining wall.
10. Springhill Lake Recreation Center (6101 Cherrywood Lane)	All areas, from wood line to Cherrywood Lane.	All landscaping, all tree beds. Except the Three Sister Gardens and the Food Forest.
11. Cherrywood Lane	From the end of the Federal Court House property to Breezewood Drive right of way only on the Federal Court and Metro side.	All landscaping in medians, circles and chokers, from Metro Center Drive to Greenbelt Road.
12. Breezewood Drive	Right of way starting at end of Board of Education property to Edmonston Road around corner to the old school entrance (School side only).	All landscaping in medians, and choker beds on the Beltway Plaza side from Cherrywood Lane to Edmonston Road.

LOCATIONS	LAWN CARE	LANDSCAPE MAINTANCE
13. Walker Drive	All median islands and turf along Walker Drive and in front of the Cadillac Dealership.	All landscape beds along Walker Drive and in front of the Cadillac Dealership.

2.5 CONTRACTOR'S EMPLOYEES

- A. Personnel employed by the Contractor shall be capable employees qualified in this type of work. A fully qualified work force shall be maintained throughout the period of this contract. All personnel shall receive close and continuing first-line supervision.
- B. The Contractor's supervisors shall be fully and adequately trained and have a minimum of five (5) years experience in lawn and landscaping supervision sufficient in scope to meet the approval of the Contract Manager.
- C. The Contractor shall employ the quantity and quality of supervision necessary for both effective and efficient management of lawn and landscaping operations at all times.
- D. Contractor shall be liable for any damages caused directly or indirectly by its employees.

2.6 REDUCTIONS IN PAY

- A. Reductions for below standard work will be made if, after the second documented notification, the Contractor has not corrected the deficiency and City worker(s) are assigned to perform the task(s) or was not completed at all by the contractor.
- B. Reductions for non-performance will be made if the task(s) was not done and City worker(s) have to be assigned immediately to perform the task(s).
- C. Reductions for A. and B. above will be based on the hourly billing rate of the City employee(s) plus benefits assigned to perform the task(s) times the hour(s) required for City worker(s) to perform the task(s). If the work was not performed by the contractor and was just omitted, a deduction based on percentage of the overall monthly bill minus the work not completed will be calculated and the bill adjusted accordingly.

2.7 PAYMENT TO CONTRACTOR

- A. At the end of each month, the Contractor shall render to the Contract Manager their invoice for the services provided during the preceding month. The invoice shall not exceed 1/8th of the annual base amount of the contract.
- B. The Contract Manager, or his designee, shall review the invoice and any necessary reductions which must be made in accordance with the conditions of the Contract. Should the Contractor's invoice not include all necessary reductions, the invoice shall be reduced by the amount of the non-included reductions and processed for payment. The Contractor shall be notified of the reductions made and supplied with copies of documentation supporting those reductions.

2.8 CHANGES TO THE SCOPE OF WORK AND TERMINATION OF CONTRACT

- A. The Contract Manager, at any time may have to change the scope of the contract by written contract modification. On the designated effective date, the Contractor shall make the required changes in his/her operation.
- B. Upon receiving notice of the change, the Contractor's monthly invoice shall be adjusted if necessary to reflect the value of the change in the services under this contract.

- C. The City may cancel the contract at any time for any reason upon giving 30 day written notice to the Contractor.
- D. The City shall have the right to cancel this Agreement immediately without prior notice for any breach of any provision of the contract if not cured within seven (7) days from written notice from the City.

2.9 INSPECTIONS AND APPROVAL OF WORK

- A. The City will demand strict conformance to the standards and frequency specified. The Contract Manager or his/her designee will inspect all completed work and will ascertain that the tasks have been satisfactorily accomplished.
- B. The Contract Manager or his/her designee will enforce the standards of this contract.

2.10 ON-SITE SUPERVISION AND TRAINING

- A. The successful Contractor shall provide an On-site Supervisor who speaks and writes fluent English and will represent the Contractor concerning this contract. This On-site Supervisor will make routine communications with the appropriate Contract Manager or his/her designee to receive instructions or other input regarding lawn mowing and landscaping services needs and activities.
- B. The On-site Supervisor is responsible for directing the Contractor's work force and accountable for all activities and behavior of all personnel assigned by the Contractor to perform work under this contract.
- C. The Contractor shall be responsible for training and safety precautions for Contractor employees performing work under these specifications.

2.11 CONTACT INFORMATION

Contract Manager

Richard Fink II
Superintendent of Parks & Grounds
Office: 240-542-2151
555 Crescent Road, Greenbelt, MD 20770
rfink@greenbeltmd.gov

Horticultural Supervisor

Brian Townsend
555 Crescent Road, Greenbelt, MD 20770
Cell: 240-417-2352

Parks Supervisor

Joe Doss
555 Crescent Road, Greenbelt, MD 20770
Cell: 240-417-2349

SECTION 3
PROPOSAL SUBMISSION FORM
City of Greenbelt Lawn Mowing and Landscaping Services
For Various Locations

1. COMPANY NAME _____
2. ADDRESS (Home Office) _____
3. TELEPHONE NUMBER(office) _____ (cell) _____
4. NUMBER OF FULL-TIME EMPLOYEES _____
5. OWNERSHIP
_____ Sole Proprietor _____ Other – Please Specify
_____ Limited Partnership

PROPOSAL PRICES. Fixed prices for all requirements identified in Section 2 Scope of Services. Pricing submitted in this portion must be fully inclusive of all anticipated costs of the RFP and shall include all costs for management, supervision, labor and material associated with the RFP. The base bid includes the locations identified in Section 2.4 A and Add Alternate #1. The Add Alternative will be evaluated separately from the base price.

Pricing to comply with Section 2 Scope of Services of this RFP for locations identified in Section 2.4 A. This is the base bid for the lawn mowing and landscaping services:

				Annual Cost
_____	X	8 Months	=	\$ _____
Monthly Cost				

Signature of Authorized Representative

Name/Title of Authorized Representative

Date

SECTION 3
PROPOSAL SUBMISSION FORM
City of Greenbelt Lawn Mowing and Landscaping Services
For Various Locations

1. COMPANY NAME Lorenz, Inc.
2. ADDRESS (Home Office) 512 Roland Avenue Baltimore, MD 21208
3. TELEPHONE NUMBER (office) 410-486-0425 (cell) 443-250-7827
4. NUMBER OF FULL-TIME EMPLOYEES 47
5. OWNERSHIP
- Sole Proprietor ☒ Other – Please Specify
- Limited Partnership S Corporation

PROPOSAL PRICES. Fixed prices for all requirements identified in Section 2 Scope of Services. Pricing submitted in this portion must be fully inclusive of all anticipated costs of the RFP and shall include all costs for management, supervision, labor and material associated with the RFP. The base bid includes the locations identified in Section 2.4 A and Add Alternate #1. The Add Alternative will be evaluated separately from the base price.

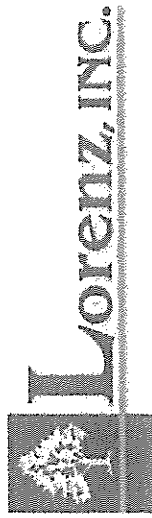
Pricing to comply with Section 2 Scope of Services of this RFP for locations identified in Section 2.4 A. This is the base bid for the lawn mowing and landscaping services:

			Annual Cost
<u>\$ 5,998.00</u>	X	8 Months	=
Monthly Cost			\$ <u>47,984.00</u>


Signature of Authorized Representative

Joe Lorenz, President
Name/Title of Authorized Representative

January 30, 2017
Date



JOB	DESCRIPTION	SERVICE DATES	REFERENCE NAME	TITLE	ADDRESS	CONTACT INFORMATION
UMBC	Full Grounds Maintenance & Tree Planting	2005 TO PRESENT	Mr. Charlie Hogan	UMBC Grounds Superintendent	Department of Facilities Management University of Maryland, Baltimore County Hilltop Circle Baltimore, MD 21250	Hogan@umbc.edu
Harford County Parks	Mowing and Maintaining Rec & Parks	2011 TO 2014	Wesley Martin	Grounds Maintenance Supervisor Dept. of Rec and Parks	Harford County Recreation Parks 702 North Tollgate Road Bel Air, MD 21014	wpmartin@harfordcountymd.gov
City of Baltimore	Mowing Parks & Recreation & Street Tree Planting	2003 TO PRESENT	Mr. Roelkey Myers	Chief of Parks Maintenance Baltimore City Department of Recreation and Parks	Baltimore City Department of Recreation & Parks 2600 Madison Avenue Baltimore MD 21217	roelkey.myers@baltimorecity.gov
Howard County Dept of Recreation and Parks	Mowing and Maintaining Rec & Parks	2011 TO PRESENT	Mr. Chris Tolson	Grounds Maintenance Supervisor Dept. of Rec and Parks	Howard County Dept of Rec & Parks 7120 Oakland Mills Road Columbia, MD 21046	ctolson@howardcountymd.gov



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HMS Insurance Associates, Inc. 20 Wight Ave Suite 300 Hunt Valley MD 21030	CONTACT NAME: Jennifer Turek PHONE (A/C No. Ext): 410-785-1611 E-MAIL ADDRESS: Jturek@hmsia.com FAX (A/C No.): 443-632-3486																					
INSURED Lorenz, Inc. 512 Roland Avenue Baltimore MD 21208	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Pennsylvania National Mutual Casual</td><td>14990</td></tr><tr><td>INSURER B:</td><td>Chesapeake Employers Insurance</td><td>11039</td></tr><tr><td>INSURER C:</td><td>Zurich American Insurance</td><td>16535</td></tr><tr><td>INSURER D:</td><td>Columbia Casualty Company</td><td>31127</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Pennsylvania National Mutual Casual	14990	INSURER B:	Chesapeake Employers Insurance	11039	INSURER C:	Zurich American Insurance	16535	INSURER D:	Columbia Casualty Company	31127	INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 553730048

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		CL90705301	1/10/2017	1/10/2018	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$250,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AU90705301	1/10/2017	1/10/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UL90705301	1/10/2017	1/10/2018	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
							\$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	4461959 WC673305502	1/10/2017 1/10/2017	1/10/2018 1/10/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	MD/VA/DC
						E.L. EACH ACCIDENT	\$500,000
						E.L. DISEASE - EA EMPLOYEE	\$500,000
						E.L. DISEASE - POLICY LIMIT	\$500,000
A D	Installation Floater Professional/Pollution		CL90705301 C 6023951588	1/10/2017 1/10/2017	1/10/2018 1/10/2018	Limit Per Location Per Disaster Prof/Poll Each Claim	100,000 100,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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LANDSCAPING EQUIPMENT

Machine Number	Serial Number	Equipment	Disposition	Hours
1	314626581	72" EXMARK MOWER "X" SERIES	OWNED	2468
2	314624606	72" EXMARK MOWER "S" SERIES	OWNED	1743
3	316626654	72" EXMARK MOWER "X" SERIES	OWNED	57
4	314616713	72" EXMARK MOWER "S" SERIES	OWNED	1816
5	314624605	72" EXMARK MOWER "S" SERIES	OWNED	2783
6	316626796	72" EXMARK MOWER "X" SERIES	OWNED	418
7	314624588	72" EXMARK MOWER "S" SERIES	OWNED	2236
8	315616804	72" EXMARK MOWER "X" SERIES	OWNED	1806
9	316626741	72" EXMARK MOWER "X" SERIES	OWNED	223
10	316626741	72" EXMARK MOWER "X" SERIES	OWNED	896
11	M0900185	SCAG 72" MOWER	OWNED	128
12	315616805	72" EXMARK MOWER "X" SERIES	OWNED	1796
13	316626742	72" EXMARK MOWER "X" SERIES	OWNED	405
14	314634585	72" EXMARK MOWER "X" SERIES	OWNED	2625
15	316626770	72" EXMARK MOWER "X" SERIES	OWNED	727
16	K2700372	SCAG 72" MOWER	OWNED	430
17	314616702	72" EXMARK MOWER "S" SERIES	OWNED	1825
18	314624602	72" EXMARK MOWER "S" SERIES	OWNED	1468
19	314624603	72" EXMARK MOWER "S" SERIES	OWNED	2439
20	314616717	72" EXMARK MOWER "S" SERIES	OWNED	1551
21	K2700371	SCAG 72" MOWER	OWNED	1141
22	314624587	72" EXMARK MOWER "S" SERIES	OWNED	1731
23	314616711	72" EXMARK MOWER "X" SERIES	OWNED	1432
24	316621299	72" EXMARK MOWER "X" SERIES	OWNED	490
25	314624620	72" EXMARK MOWER "S" SERIES	OWNED	1134
26	315624232	72" EXMARK MOWER "X" SERIES	OWNED	2142
27	315616816	72" EXMARK MOWER "X" SERIES	OWNED	1960
28	314634566	72" EXMARK MOWER "X" SERIES	OWNED	2871
29	313635135	72" EXMARK MOWER "X" SERIES	OWNED	3288
30	314624599	72" EXMARK MOWER "S" SERIES	OWNED	2261
31	M0900033	SCAG 72" MOWER	OWNED	335
32	K2700375	SCAG 72" MOWER	OWNED	1315
1	314622776	60" EXMARK MOWER TT	OWNED	1152
2	314641232	60" EXMARK MOWER TT	OWNED	1507
3	316604322	60" EXMARK MOWER TT	OWNED	241
4	314622631	52" EXMARK MOWER TT	OWNED	1427
5	315637343	60" EXMARK MOWER TT	OWNED	611
6	315637266	52" EXMARK MOWER TT	OWNED	991
7	315637337	60" EXMARK MOWER TT	OWNED	1006
8	315606289	52" EXMARK MOWER TT	OWNED	1129
9	316632137	52" EXMARK MOWER TT	OWNED	326
10	314622633	52" EXMARK MOWER TT	OWNED	1407
11	315637261	52" EXMARK MOWER TT	OWNED	949
12	313635687	60" EXMARK MOWER VANTAGE	OWNED	949
13	313635691	60" EXMARK MOWER VANTAGE	OWNED	1180
14	890611	60" EXMARK MOWER TT	OWNED	1999
1	2003	TORO BATWING 16 FT MOWER	OWNED	4863
2	2005	TORO BATWING 16 FT MOWER	OWNED	3652
3	2006	TORO BATWING 16 FT MOWER	OWNED	3249

STATE OF MARYLAND
Department of Assessments and Taxation

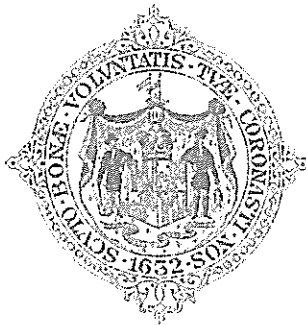
I, HEIDI DUDDERAR OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT LORENZ LAWN & LANDSCAPE INC., INCORPORATED NOVEMBER 12, 2002, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS APRIL 25, 2016.



Heidi Dudderar
Associate Director



301 West Preston Street, Baltimore, Maryland 21201
Telephone Balto. Metro (410) 767-1340 / Outside Balto. Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice



MARYLAND DEPARTMENT OF AGRICULTURE
PESTICIDE REGULATION SECTION
THE WAYNE A. CAWLEY, JR. BUILDING
50 HARRY S. TRUMAN PARKWAY
ANNAPOLIS, MARYLAND 21401-7080
(410) 841-5710

9920071

PESTICIDE BUSINESS LICENSE NO. 28661

LORENZ INC
8711 LIBERTY ROAD
RANDALLSTOWN, MD 21133

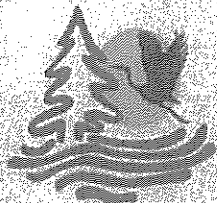
EXPIRES 06/30/2017
POST IN A CONSPICUOUS PLACE

APPLICATION CATEGORIES: 3A, 3C, 6

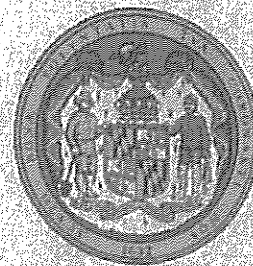
This license is granted to this business for the application of pesticides, in the category(ies) shown above, within the State of Maryland, in accordance with the provisions of the Agricultural Article, Sections 5-201 through 5-211, Annotated Code of Maryland.

A listing of the Pest Control Categories as appears in the Regulations Pertaining To The Pesticide Applicators Law, Code of Maryland Regulations (COMAR) 15.05.01 is provided on the reverse side of this certificate (license or permit).

Joseph Bartenfelder
Secretary of Agriculture



STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
FOREST SERVICE



Certificate of Registration
as a
Licensed Tree Expert

This is to certify that

Joseph T. Lorenz, Jr.

LORENZ, INC.

512 Roland Avenue

Baltimore, MD 21208

having met the requirements in the Maryland Code is hereby licensed and qualified to practice
as a tree expert and to engage in the business of the treatment and care of trees in the state of
Maryland

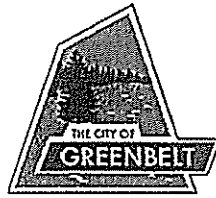
License 001031

Issued this Fourteenth day of January 2016

This license expires December 31, 2017 and is renewable yearly thereafter upon payment of
the proper fee, or revoked by the Department for non-compliance with the terms of the Tree
Expert Law.

Donald Van Housen

Director / State Forester



**Lawn Mowing and Landscaping Services
Pre-Proposal Meeting
1/20/2017**

<u>NAME:</u>	<u>COMPANY:</u>	<u>EMAIL:</u>	<u>PHONE:</u>
1. Bill Moss	Amey	bill@earthwatertrees.com	301-233-257
2. Billy	Amey		
3. Phillip Barrett Jr.	Barrett's Lawn Svc.	barrettslawnservice@gmail.com	(240) 501-5901
4. Jacob Pappaloni	Cypress Services LLC	Cypress.Services.LLC@gmail.com	301-542-766
5. Michael Drucis	BrightView	mike.drucis@brightview.com	301-252-81
6. BENJAMIN HALL	LORENZ INC.	bhall@lorenzinc.net	410-486-01
7. PAUL HORTON	CBI	phorton@community-brope.com	202-355-995
8. Leon White	Super Wash	superwashllc@gmail.com	240-907-41
9. Kausha Wells	Brightview	Kausha.Wells@brightview.com	301 671 76
10. Elliott Canter	Estebans Landscaping	info@fortreesandgardens.com	(240) 603 9164
11. Amy Haring	PHILARIO'S landscaping	lawnservicephil@hotmail.com	301-300.217
12.			
13.			
14.			

Valerie Lorenz
2-2-17

Introduced:

1st Reading:

Passed:

Posted:

Effective:

ORDINANCE NUMBER XXXX

AN ORDINANCE TO AMEND GREENBELT CITY CODE, CHAPTER 2, "ADMINISTRATION," ARTICLE IV, "PUBLIC ETHICS," SEC. 2-111 "FINANCIAL DISCLOSURE – ELECTED OFFICIALS, APPOINTED OFFICIALS AND EMPLOYEES" TO AMEND THE REAL PROPERTY REPORTING REQUIREMENTS FOR CERTAIN EMPLOYEES

WHEREAS, on September 26, 2011, the City Council enacted City Code, Chapter 2 "Administration," Article IV "Public Ethics", to comply with State Ethics Law requirements; and

WHEREAS, staff requested that the City Council consider whether it is necessary to require certain employees to identify their home addresses on their financial disclosure statements; and

WHEREAS, Council has considered the request and confirmed that the information is not required to be provided under State law, and accordingly desires to amend the real property reporting requirements for designated employees of the City.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Greenbelt, Maryland, that City Code, Chapter 2, Article IV "Ethics," Sec. 2-111 "Financial disclosure – Elected officials, appointed officials and employees" is amended to read as follows:

Sec. 2-111. Financial disclosure--Elected officials, candidates to be elected officials, appointed officials, and employees.

(a) This section applies to all elected officials, all candidates to be elected officials, and the following city employees:

~~Elected city officials, and~~ The city manager, the assistant city manager, the city clerk, all directors and assistant directors of city departments, and police command staff at the rank of captain and above, ~~and candidates for elective city office.~~

(g) Interests in real property.

(i) A statement filed under this section shall include a schedule of all interests in real property wherever located.

(ii) For each interest in real property, the schedule shall include:

- (A) The nature of the property and the location by street address, mailing address, or legal description of the property; however, statements filed by the assistant city manager, the city clerk, all assistant directors of city departments and police command staff at the rank of captain and above shall not contain the location by street address, mailing address or legal description of the property, but rather shall state whether they rent or own their residence;

Passed by the Council of the City of Greenbelt, Maryland, at its regular meeting of March 13, 2017.

Emmett V. Jordan, Mayor

ATTEST:

Cindy Murray, City Clerk

Key:

Underscoring indicates language added to existing law.

~~Overstriking~~ indicates language deleted from existing law.

Asterisks *** indicate intervening existing Code provisions that remain unchanged.

City of Greenbelt Ethics Commission
25 Crescent Road
Greenbelt, Maryland 20770
301-474-8000



FINANCIAL DISCLOSURE STATEMENT

This form is to be used by City of Greenbelt Appointed Officials and designated City Employees.

I Would Like To Be Notified If Someone Looks At My Form

☐

Instructions:

1. Fill in the preliminary information requested in the box below. Be sure to correctly identify the reporting period.
2. Upon completion of your financial disclosure statement, sign and date the lower portion of the page and make the required oath or affirmation before a notary public or other officer authorized to take oaths.

Regular Reporting Period: January 1 through December 31, **2016**

or

Termination Report: January 1 through _____, **2016**

PLEASE PRINT OR TYPE

FIRST NAME	INITIAL	LAST NAME
DEPARTMENT		
DEPARTMENT ADDRESS (WHERE YOU CAN BE SENT CORRESPONDENCE)		
CURRENT POSITION HELD WITH CITY OF GREENBELT		
E-MAIL ADDRESS		

This financial disclosure statement describes all interests and related transactions and matters required to be disclosed by State Government Article, Title 15, Subtitle 6 of the Maryland Public Ethics Law, and Chapter 2, Administration, Article IV, Public Ethics, of the Greenbelt City Code with respect to the period indicated and pertaining to the person filing the statement. The statement consists of this cover sheet, the checklist, and Schedules A through L.

I acknowledge that any information required under §15-513(b) of the Maryland Public Ethics Law and §2-111 of the Greenbelt City Code that becomes reportable after the statement is filed, shall be reported immediately to the City of Greenbelt Ethics Commission as required by law.

I hereby make oath or affirm under the penalties of perjury that the contents of this financial disclosure statement, including the Schedules attached hereto, are complete, true and correct to the best of my knowledge, information and belief.

Signature of Person Filing

_____ Date _____

NOTARY:

Seal:

Sworn to before me this _____ day of _____, 2017.

Signature of Notary _____

Print Name _____

My Commission Expires: _____

Instructions:

Check the proper block to Questions A through I. Do not leave any questions unanswered. If you check "Yes" to any question be sure to complete the corresponding Schedule.

- A. I held interests during reporting period in real property. (If "Yes," complete Schedule A.)
- B. I held interests during reporting period in corporations, partnerships and similar entities. (If "Yes," complete Schedule B.)
- C. I held interests in a non-corporate business entity which did business with the City, other than a partnership. (If "Yes," complete Schedule C.)
- D. I received gifts during reporting period from persons doing business with the City, regulated by the City of Greenbelt, or registered or required to register as lobbyists. (If "Yes," complete Schedule D.)
- E. I or a member of my immediate family was a partner or held an office, directorship, or salaried employment during reporting period in or with a business entity doing business with the City. (If "Yes," complete Schedule E.)
- F. I or a member of my immediate family owed debts (excluding retail credit accounts) during reporting period to persons doing business with the City. (If "Yes," complete Schedule F.)
- G. A member of my immediate family was employed by the City of Greenbelt during reporting period. (If "Yes," complete Schedule G.)
- H. I or a member of my immediate family received a salary or was sole or partial owner of a business entity from which earned income was received, during the reporting period. (If "Yes," complete Schedule H.)
- I. Is additional information set forth on Schedule I? (If "Yes," complete Schedule I.)

	YES	NO
A.		
B.		
C.		
D.		
E.		
F.		
G.		
H.		
I.		

Form 1 - City Employees

Schedule A – Real Property Interests

Do you have any interest (**as an owner or a tenant**, including interests in time shares) in real property in Maryland or in any other state or country?

___ Yes

___ No (Go to Schedule B)

If Yes; (Answer each question below. A separate Schedule A will be required for each property you need to disclose.) *

** For statements filed by the assistant city manager, the city clerk, all assistant directors of city departments and police command staff at the rank of captain and above - The property location by street address, mailing address or legal description of the property (#1) does not need to be completed. However, the remainder of the form (#2 to #11) must be completed for each property owned.*

1. What is the address or legal description of the property? (Give Street Address, if you know it. If the property is your primary residence, you may enter the lot and block legal description instead, if you wish)

Street Address _____

City/State/Zip _____

2. What kind of property is it?

Improved (indicate whether property is residential or commercial property): _____

Unimproved (vacant lot): _____

3. Is the interest held directly by you or is it attributable to you?

Direct _____ Attributable _____

4. Are you the owner or tenant?

Owner _____ Tenant _____

5. Do you hold the interest solely or is it jointly held with another?

Solely _____ Jointly _____ Tenants by the Entirety _____

If held jointly, or by tenants by the entirety, the name(s) of the other joint owner(s): _____

6. Are there any legal conditions or encumbrances on the property? (Example: mortgages, liens, contracts, options, etc.)

☐ Yes
☐ No

If yes, what is/are the name(s) of the lender(s), creditor(s), lien holder(s), etc?

7. What date was the property acquired? _____

8. How was the property acquired? (Example: purchase, gift, inheritance, etc.)

9. From whom was the property acquired? (Name of individual or entity from whom you purchased or inherited the property or who gifted the property to you.)

10. What consideration was given when the property was acquired? (Dollar amount paid or, if you received the property as a gift or inherited it, the fair market value at the time you acquired your interest in the property) _____

11. Have you transferred any interest in this property during the reporting period?

☐ Yes
☐ No

If Yes;

11A. What percentage of interest did you transfer: _____%

11B. What consideration did you receive for the interest: _____

11C. To whom did you transfer the interest: _____

If you have any additional interests in real property in Maryland, any other state or any other country, please use additional sheet(s), if necessary, and respond to each above question for each such entry.

Schedule B – Interests in Corporations and Partnerships

Did you have any interest in any corporations, partnerships, limited liability partnerships (LLP) or limited liability companies (LLC) during the reporting period whether or not the entity did business with the City?

☐ Yes

☐ No (Go to Schedule C)

If Yes; (Answer each question below. A separate Schedule B will be required for each interest you need to disclose.)

1. What is the name of the entity? Include the complete name of the entity, do not identify solely by trading symbol: _____

2. Does the stock of the corporation trade on a stock exchange?

☐ Yes

☐ No

If "no," the legal address of the entity's principal office.

3. Is the interest held directly by you or is it attributable to you?

Directly: _____ Attributable: _____

4. Do you hold the interest in your name alone, or is it held jointly?

In your name alone: _____ Jointly: _____

If jointly, the percentage of your interest: _____%

5. What is the nature of your interest and its dollar value or the number of shares? (Example: stock, notes, bonds, puts, calls, straddles, purchase options, etc.) If in a non-publicly traded entity or LLP or LLC, report the percentage of ownership.

Type: _____

Dollar Value of Shares: _____ or Number of Shares: _____

Percentage of ownership: _____%

6. Are there any legal conditions or encumbrances that apply to your interest in the entity? (Example: mortgages, liens, contracts, options, etc.)

☐ No

☐ Yes; **If yes**, name of entity holding the encumbrance: _____

7. Did you acquire an interest in the entity during the reporting period?

☐ Yes

☐ No

If Yes:

7A. In what month was the interest acquired? _____

7B. How was the interest in the entity acquired? (Example: purchase, gift, will, etc.): _____

7C. From whom did you acquire the interest in the entity? (If you purchased it from a brokerage, the name of the brokerage): _____

7D. What consideration was given when the interest was acquired? (Dollar amount paid, or if you received the property as a gift or inherited it, the fair market value at the time you acquired your interest in the property): _____

8. Have you transferred any interest in this entity during the reporting period?

☐ Yes

☐ No

If Yes:

8A. What portion of the interest was transferred? _____

8B. What consideration did you receive for the interest in the entity? (Dollar amount paid, or if you received the property as a gift or inherited it, the fair market value and terms at the time you transferred your interest in the property): _____

8C. To whom did you transfer your interest in the entity? _____

If you have additional interests in corporations or partnerships, please use additional sheet(s) if necessary, and answer each of the above questions for each additional entry.

Schedule C – Interests in Non-Corporate Business Entities Doing Business with the City of Greenbelt

Do you have an interest in any non-corporate business entity (a sole proprietorship) that did business with the City during the reporting period?

☐ Yes

☐ No (Go to Schedule D)

If Yes: (Answer each question below. A separate Schedule C will be required for each business entity to be disclosed.)

1. Name and Address of the Principal office of the business entity?

Name: _____

Address: _____

City/State/Zip: _____

2. Is the interest held directly by you or is it attributable to you?

Direct: _____ Attributable: _____

3. Do you hold the interest solely or is it jointly held with another?

Solely: _____ Jointly: _____

3A. If jointly, the percentage of your joint interest: _____%

3B. Dollar value of your interest in the entity: \$_____; or

Percentage of your interest in the entity: _____%

4. Are there any legal conditions or encumbrances that apply to your interest in the entity? (Example: mortgages, liens, contracts, options, etc.)

☐ Yes, If yes give name of creditor: _____

☐ No

5. Was any interest acquired during the reporting year?

☐ Yes

☐ No

If Yes:

5A. What month was the interest acquired? _____

5B. How was the interest in the entity acquired? (Example: purchase, gift, will, etc.)

5C. From whom did you acquire the interest? _____

5D. What consideration was given when the interest was acquired? (Dollar amount paid or if you received the property as a gift or inherited it, the fair market value at the time you acquired your interest in the property) _____

6. Did you transfer any of your interest during the reporting period?

____ Yes

____ No

If yes:

6A. What percentage of interest, if less than all, was transferred? _____%

6B. What consideration did you receive for the interest in the entity? (Dollar amount paid or if you received the property as a gift or inherited it, the fair market value and terms at the time you transferred your interest in the property): _____

6C. To whom did you transfer your interest in the entity? _____

If you have additional interests in sole proprietorship(s) that did business with the City of Greenbelt during the reporting year, please use additional sheet(s) if necessary, and answer each of the above questions for each additional entry.

Schedule D – Gifts

During the reporting period, did you receive any gift(s), directly or indirectly, in excess of a value of \$20 or a series of gifts from the same donor with a cumulative value of \$100 or more from a person or entity who: 1) did business with the City of Greenbelt; 2) engaged in an activity that was regulated or controlled by the City of Greenbelt; or 3) was a regulated lobbyist? Gifts received from a member of the official's or employee's immediate family, another child, or a parent of the individual, do not need to be disclosed.

____ Yes

____ No (Go to Schedule E)

If Yes; (Answer each question below. A separate Schedule D will be required for each gift.)

1. Who gave you the gift?

2. What was the nature of the gift? (Example: book, restaurant meal, theater tickets, book, etc.)

3. What was the value of the gift?

4. If the gift was given to someone else at your direction, list the identity of the recipient of the gift.

Please use additional sheet(s), if necessary, for any additional entries.

Schedule E – Officers, Directorships, Salaried Employment and Similar Interests

During the reporting period, did you or any member of your immediate family (spouse or dependent child) have any salaried employment or hold any office or directorship with an entity that did business with the City of Greenbelt?

___ Yes

___ No (Go to Schedule F)

If Yes; (Answer each question below. A separate Schedule E will be required for each disclosure.)

1. What is the name and address of the business entity?

Name: _____

Address: _____

City/State/Zip: _____

2. Who was the individual who held the position or interest listed above? (Example: yourself, spouse, dependent child)

Self: _____ Spouse: _____ Dependent child: _____

2A. Name of spouse or dependent child: _____

3. What is the title of the office you, your spouse or dependent child held? (Example: limited partner, director, treasurer, chair of the board of trustees, etc.) _____

4. What year did the position begin? _____

5. With what City of Greenbelt Agency (ies) did the business entity do business? _____

6. What was the nature of the business? (Example: regulated by your agency, registered under the lobbying law, or involved with sales and contracts with the City of Greenbelt)

If necessary, please use additional sheet(s) for any additional entries.

Schedule F – Debts You Owe

During the reporting period, did you owe a debt (excluding a retail credit account) to a financial entity that did business with the City of Greenbelt? **[NOTE: If, on Schedule A, B or C you listed a financial entity that did business with the City of Greenbelt as the holder of your mortgage or other encumbrance, you must complete Schedule F with regard to that indebtedness.]**

☐ Yes

☐ No (Go to Schedule G)

If Yes; (Answer each question below. A separate Schedule F will be required for each debt to be disclosed.)

1. To whom did you owe the debt? (Do not include consumer credit debts)

2. When was the debt incurred? _____

3. What are the interest rate and terms of payment of the debt?

Interest Rate _____

Terms (monthly, bimonthly, annually, etc): _____

4. What was the amount of the debt as of the end of the reporting period? If debt existed during the reporting period but was paid in full at the end of the period, put \$0.

\$ _____

5. Did the principal of the debt increase _____ or decrease _____ during the reporting period, and by how much? \$ _____

6. Was any security given for the debt?

☐ Yes

☐ No

If Yes; Please state what type of security was given (home, car, boat, etc):

7. If this is a transaction in which you were involved, but which resulted in a debt being owed by your spouse or dependent child, identify your spouse or child and describe the transaction. _____

If necessary, please use additional sheet(s) for any additional entries.

Schedule G – Family Members Employed by the City

During the reporting period, were any members of your immediate family (spouse or dependent children) employed by the City in any capacity?

☐ Yes

☐ No (Go to Schedule H)

If Yes; (Answer each question below. A separate Schedule G will be required for each member of the immediate family who is employed by the City.)

1. What is the relation and name of the immediate family member employed by the City?

2. What is the name of the agency that employed the member of your immediate family?

3. What was the title of your immediate family member's position in the City agency during the reporting period? _____

If necessary, please use additional sheet(s) for any additional entries.

Schedule H – Employment/Business Ownership

During the reporting period, did you or any member of your immediate family, receive any earned income from an entity other than the City of Greenbelt? Please note that your dependent child's employment or business ownership does not need to be disclosed unless the place of employment or the business entity is subject to regulation or the authority of your agency or has contracts in excess of \$10,000 with your agency.

____ Yes

____ No (Go to Schedule I)

If Yes; (Answer each question below. A separate Schedule H will be required for each member of the immediate family who had employment or ownership of a business entity.)

1. If, during the reporting period, you or a member of your immediate family had employment from which you or they earned income, list the relation, name, and address of the employment.

Name: _____

Relationship: _____

Name of Employer: _____

Address: _____

City/State/Zip: _____

2. If, during the reporting period, you or a member of your immediate family wholly or partially owned any business entity from which income was earned, list the relation, name and address of the business entity.

Name: _____

Relationship: _____

Name of Business Entity: _____

Address: _____

City/State/Zip: _____

If necessary, please use additional sheet(s) for any additional entries.

Schedule I – Other

Is there any additional information or interest you would like to disclose?

STANDARDS OF CONDUCT

The City Code of the City of Greenbelt includes standards of conduct applicable to financial disclosure filers and other City of Greenbelt employees. The standards address disqualification from participation, prohibited secondary employment, prohibited ownership interests, misuse of position, prohibited solicitation and acceptance of gifts, misuse of confidential information, post-employment limitations, prohibited dealings with the City of Greenbelt, and procurement specifications assistance restrictions. The Law provides for exceptions and exemptions under certain circumstances. Filers wanting more detailed information about these requirements should contact the City of Greenbelt Ethics Commission.

PRIVACY NOTICE

The City Code of the City of Greenbelt requires the collection of this information, which will be used primarily for public disclosure and to determine compliance with the Law. The information may be disclosed to any requesting person, including officials of State, local or federal government, who records their name and address, and this record will be provided to the filer upon request. The subject has the right to review, correct and amend the record as set forth in the Public Ethics Law, Md. Code Ann., State Gov't § 10-625 (Supp. 2004). Failure to file or to report information required by Public Ethics Law §15-607 can subject you to civil and administrative penalties including termination or other disciplinary action, suspension of pay, a late filing fee up to \$250, and a civil fine of up to \$5,000 per day. Willful and false filing is subject to criminal penalty for perjury pursuant to Criminal Law Article §9-101, Annotated Code of Maryland.

City of Greenbelt, Maryland

Memorandum

To: Greenbelt City Council
Via: Michael P. McLaughlin, City Manager
From: Jeffrey L. Williams, City Treasurer
Date: April 7, 2016
Re: Practice of Changing Audit Firms Every Three Years

The practice of changing audit firms on a three-year rotation is based on the goal of having a “fresh pair of eyes” review the City’s financial records. Therefore, changing audit firms every three years appears to have some merit. However, when you consider the learning curve of a new audit firm, the practice does not achieve the desired result.

A new audit firm’s first year is spent learning how the City works. Only the most basic audit review is possible given the differences in the financial software systems, approaches of local governments for financial record keeping, and the time restraints of completing the audit within State mandated deadlines.

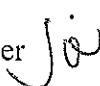
There is some improvement during the second year of an audit firm’s tenure, but the learning curve is generally not complete. By the third year, the audit firm has a good understanding of its local government client and at that point begins to look deeper into the City’s policies and procedures. Therefore, only the third year of the three-year cycle does the fresh look begin to payoff.

By contrast to the City’s three-year rotation, Gaithersburg has been with the same audit firm, McGladrey LLC, for more than 20 years. Gaithersburg’s approach requires that McGladrey staff performing field work and first level supervision be rotated every three to four years which generally occurs naturally with staff turnover. Upper level review including the secondary partner-level review remains constant which provides an institutional knowledge that is often invaluable.

The City of Bowie does not have a formal requirement to change auditors. However, its current five-year agreement with Cohn Reznick guarantees three years with an optional two additional years. The City of La Plata and City of Hyattsville follow a similar procedure. The City of La Plata is considering extending its current five-year agreement for an additional three years.

A longer term agreement allows for a more productive relationship between the municipal government and its auditor. It allows the auditor to develop its institutional knowledge of its municipal government client which provides a higher level of service. The institutional knowledge acquired by an audit firm is no less valuable than the services provided by legal counsel, engineering firms and other professional services that ensure the City is served well by its professional contractors.

City of Greenbelt, Maryland
Memorandum

To: Nicole Ard, City Manager
From: Jeffrey L. Williams, City Treasurer 
Date: February 23, 2017
Re: Selection of Auditors

In April 2016, staff presented City Council with information regarding the practices of other Maryland municipalities' selection and retention of audit services. That memo is attached. Most municipalities retain an audit firm for a minimum of five fiscal years, generally a three year contract with an option for years four and five. The current retention practice in Greenbelt is a one year contract with an option for years two and three.

With the conclusion of the fiscal year 2016 audit, the City's current audit firm completed the original contract of one year and the optional two-year extension. An item has been placed on City Council's February 27, 2017 agenda pertaining to the selection of audit services.

Because staff does not recommend to City Council which firm they should hire for audit services or the length of the contract, Council direction is required in this matter. It would be best if the discussion included whether the City's current auditor, Cohn Reznik LLC, can be retained beyond the current agreement, whether a new agreement is desired, or should staff proceed with a request for proposal (RFP) for audit services.

If a new RFP is their preference, a decision at this time would provide adequate time for staff to set the RFP process in motion and bring back to Council a list of qualified firms in time for pre-audit field work begin before the fiscal year ends on June 30.

February 9, 2017

Mr. Chad Williams, Project Manager
Maryland-National Capital Park and Planning Commission
14741 Governor Oden Bowie Drive
Upper Marlboro, Maryland 20772

Dear Mr. Williams:

Please accept this letter as confirmation of the city's position to have outer Beltway areas of the city treated according to the zoning regulations for outer Beltway communities. These comments were made on all modules of the zoning rewrite (Modules 1, 2 and 3).

If further information is needed, please contact Celia Craze, Planning Director, at 301.345.5417 or ccraze@greenbeltmd.gov.

Sincerely,

Emmett V. Jordan
Mayor

/amb

cc: City Council
Celia Craze, Director of Planning & Community Development

SENATE BILL 280

M3

7lr1998
CF 7lr2682

By: **Senators Guzzone and Middleton**

Introduced and read first time: January 20, 2017

Assigned to: Education, Health, and Environmental Affairs

A BILL ENTITLED

1 AN ACT concerning

2 **Environment – Nonwoven Disposable Products – Advertising and Labeling**

3 FOR the purpose of prohibiting the manufacturer of a nonwoven disposable product from,
4 beginning on a certain date, advertising or labeling the nonwoven disposable product
5 in a certain manner unless the nonwoven disposable product is flushable; requiring
6 the manufacturer of a nonwoven disposable product to label a nonwoven disposable
7 product in a certain manner beginning on a certain date; defining certain terms; and
8 generally relating to nonwoven disposable products.

9 BY adding to
10 Article – Environment
11 Section 9–258
12 Annotated Code of Maryland
13 (2014 Replacement Volume and 2016 Supplement)

14 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
15 That the Laws of Maryland read as follows:

16 **Article – Environment**

17 **9–258.**

18 **(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS**
19 **INDICATED.**

20 **(2) “ADVERTISE” MEANS TO MAKE A REPRESENTATION BY**
21 **STATEMENT, WORD, DESIGN, DEVICE, OR SOUND IN:**

22 **(I) PRINT;**

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



(II) BROADCAST; OR

(III) ELECTRONIC MEDIA.

(3) "FLUSHABLE" MEANS:

(I) A NONWOVEN PRODUCT THAT:

1. DISPERSES IN THE LOW-FORCE CONDITIONS OF A SEWERAGE SYSTEM A SHORT PERIOD OF TIME AFTER FLUSHING;

2. IS NOT BUOYANT; AND

3. DOES NOT CONTAIN PLASTIC OR ANY OTHER MATERIAL THAT DOES NOT READILY DEGRADE IN A RANGE OF NATURAL ENVIRONMENTS; OR

(II) IF AN INTERNATIONAL DEFINITION FOR "FLUSHABLE" IS ADOPTED AND THE DEPARTMENT ADOPTS THE INTERNATIONAL DEFINITION BY REGULATION, THE DEFINITION ADOPTED BY THE DEPARTMENT.

(4) "LABEL" MEANS TO MAKE A REPRESENTATION BY STATEMENT, WORD, PICTURE, DESIGN, OR EMBLEM ON THE PACKAGING OF A NONWOVEN DISPOSABLE PRODUCT.

(5) (I) "NONWOVEN DISPOSABLE PRODUCT" MEANS A PRODUCT MADE FROM LONG FIBERS BONDED TOGETHER BY CHEMICAL, MECHANICAL, HEAT, OR SOLVENT TREATMENT THAT IS DESIGNED, MARKETING, OR COMMONLY USED FOR PERSONAL HYGIENE PURPOSES.

(II) "NONWOVEN DISPOSABLE PRODUCT" INCLUDES:

1. MOIST TOILET TISSUE; AND

2. MOIST TOILET CLOTH.

(B) (1) BEGINNING JANUARY 1, 2018, A MANUFACTURER OF A NONWOVEN DISPOSABLE PRODUCT FOR SALE IN THE STATE MAY NOT ADVERTISE OR LABEL THE NONWOVEN DISPOSABLE PRODUCT AS SAFE TO FLUSH, SAFE FOR DISPOSAL IN SEWERAGE SYSTEMS, OR SAFE FOR DISPOSAL IN ON-SITE SEWAGE DISPOSAL SYSTEMS UNLESS THE NONWOVEN DISPOSABLE PRODUCT IS FLUSHABLE.

1 (2) BEGINNING JANUARY 1, 2018, A MANUFACTURER OF A
2 NONWOVEN DISPOSABLE PRODUCT FOR SALE IN THE STATE SHALL CLEARLY AND
3 CONSPICUOUSLY LABEL A NONWOVEN DISPOSABLE PRODUCT THAT IS NOT
4 FLUSHABLE IN A MANNER THAT ALERTS THE PURCHASER THAT THE NONWOVEN
5 DISPOSABLE PRODUCT SHOULD NOT BE FLUSHED.

6 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
7 October 1, 2017.

Department of Legislative Services
Maryland General Assembly
2017 Session

FISCAL AND POLICY NOTE
First Reader

Senate Bill 280 (Senators Guzzone and Middleton)
Education, Health, and Environmental Affairs

Environment - Nonwoven Disposable Products - Advertising and Labeling

This bill prohibits, beginning January 1, 2018, a manufacturer of a nonwoven disposable product from advertising or labeling the product as (1) safe to flush; (2) safe for disposal in sewerage systems; or (3) safe for disposal in on-site sewage disposal (septic) systems unless the nonwoven disposable product meets the bill's definition of "flushable." Also beginning January 1, 2018, a manufacturer of a nonwoven disposable product that is *not flushable* must clearly and conspicuously label such a product in a manner that alerts the purchaser that the product should not be flushed.

Fiscal Summary

State Effect: The Maryland Department of the Environment (MDE) can handle enforcement with existing budgeted resources. To the extent that the bill's prohibition and labeling requirements result in less damage to State-owned/operated sewerage or septic systems, expenditures for maintenance and repairs may decrease. The magnitude of any such decrease is unknown. The application of existing penalties is not anticipated to materially affect State operations or finances.

Local Effect: Local governments are not directly affected. However, to the extent that the bill's prohibition and labeling requirements result in less damage to locally owned/operated sewerage or septic systems, expenditures for maintenance and repairs may decrease. The magnitude of any such decrease is unknown. The application of existing penalties is not anticipated to materially affect local operations or finances.

Small Business Effect: Minimal, as discussed below.

Analysis

Bill Summary: A “nonwoven disposal product” is a product made from long fibers bonded together by chemical, mechanical, heat, or solvent treatment that is designed, marketed, or commonly used for personal hygiene purposes and includes moist toilet tissue and moist toilet cloths.

“Flushable” means a nonwoven disposable product that (1) disperses in the low-force conditions of a sewerage system a short period of time after flushing; (2) is not buoyant; and (3) does not contain plastic or any other material that does not readily degrade in a range of natural environments. However, if an international definition for “flushable” is adopted and MDE adopts that definition, then the international definition replaces the definition established by the bill.

A violator is subject to existing enforcement provisions, including civil penalties of up to \$10,000 per violation not exceeding \$100,000 total; each day a violation occurs is a separate violation. Various criminal penalties also apply.

Current Law/Background: Current law is silent with regard to what items are allowed to be flushed into sewerage systems and septic systems. Similarly, there is no universal definition of “flushable” for moist toilet tissue and moist toilet cloths. However, there is growing concern related to flushing these products into public sewer systems and septic systems. In January 2015, the National Conference of State Legislators (NCSL) reported that Canadian wastewater treatment plants spend about \$250 million annually to address issues stemming from flushing such wipes. In London, England, a 15-ton, 66-foot-long mass of wipes caused major sewage backups in Whitehall in April 2015.

According to NCSL, in 2014, the District of Columbia spent \$1 million on heavy-duty grinders to destroy wipes in the sewer system. In response, the District of Columbia Water and Sewer Authority, in collaboration with the Metropolitan Washington Council of Governments, developed an educational program entitled “Protect your Pipes,” which informs the public about the dangers of disposing certain products, including moist wipes, into the sewer system. In addition, the District of Columbia passed a law similar to this bill in 2016; that legislation takes effect March 17, 2017.

At the federal level, the Federal Trade Commission (FTC) has been working to prohibit wipe manufactures from advertising their products as flushable unless they are proven to be flushable. In October 2015, FTC approved a final consent order with Nice-Pak Products, Inc., a manufacturer of wet wipes, prohibiting Nice-Pak Products from advertising moist toilet tissue and cloths as flushable or safe for sewer or septic systems unless it can substantiate those claims.

MDE advises that some publicly operated wastewater treatment plants in Maryland have observed that disposable products such as wet wipes have caused an impact on their operations. MDE also notes that these products have an impact on septic systems, including septic systems with advanced nitrogen removal technology.

Small Business Effect: Although the exact number of affected manufacturers in the State is unknown, census data indicates that in calendar 2012, there were three nonwoven fabric mills in the State that may be considered small businesses. Thus, it is likely that the bill only affects a small number of manufacturers. Further, the bill's ban and labeling/advertising requirements do not take effect until January 1, 2018, giving affected manufacturers sufficient time to use existing inventory and implement the required changes. Thus, the bill is not anticipated to have a significant impact on affected manufacturers.

To the extent that the bill's prohibition and labeling requirements result in less damage to sewerage or septic systems that are owned or operated by small businesses, expenditures for maintenance and repairs may decrease. The magnitude of any such decrease is unknown.

Additional Information

Prior Introductions: None.

Cross File: None.

Information Source(s): District of Columbia Water and Sewer Authority; Maryland Department of the Environment; Maryland Environmental Service; Maryland Municipal League; National Conference of State Legislatures; U.S. Census Bureau; U.S. Federal Trade Commission; Department of Legislative Services

Fiscal Note History: First Reader - February 9, 2017
mm/lgc

Analysis by: Kathleen P. Kennedy

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HOUSE BILL 238

C8

7lr0979

By: **Delegate Lafferty**

Introduced and read first time: January 20, 2017

Assigned to: Environment and Transportation

A BILL ENTITLED

1 AN ACT concerning

2 **Housing – Workforce Housing Grant Program – Mandatory Funding**

3 FOR the purpose of requiring the Governor to appropriate a certain amount of funding for
4 each of a certain number of years to the Workforce Housing Fund to be restricted to
5 projects in designated sustainable communities; adding the Workforce Housing
6 Grant Program to a certain list of programs that are required to give State funding
7 priority to a sustainable community; defining a certain term; and generally relating
8 to the Workforce Housing Grant Program.

9 BY repealing and reenacting, without amendments,
10 Article – Housing and Community Development
11 Section 4–506 and 6–201(l)
12 Annotated Code of Maryland
13 (2006 Volume and 2016 Supplement)

14 BY repealing and reenacting, with amendments,
15 Article – Housing and Community Development
16 Section 4–1801, 4–1802, and 6–212
17 Annotated Code of Maryland
18 (2006 Volume and 2016 Supplement)

19 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
20 That the Laws of Maryland read as follows:

21 **Article – Housing and Community Development**

22 4–506.

23 (a) In this section, “Fund” means the Workforce Housing Fund.

24 (b) There is a Workforce Housing Fund.

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 (c) As provided in the State budget, the Department shall use the Fund to operate
2 and provide funds under the Workforce Housing Grant Program.

3 (d) The Fund consists of:

4 (1) money appropriated by the State;

5 (2) repayments of principal and payments of interest on loans made under
6 the Workforce Housing Grant Program;

7 (3) amounts paid in connection with transfers of homeownership workforce
8 housing units;

9 (4) money transferred to the Fund in accordance with this subtitle; and

10 (5) investment earnings of the Fund.

11 4-1801.

12 (a) In this subtitle the following words have the meanings indicated.

13 (b) "Affordable" means that housing costs do not exceed 30% of a household's
14 income.

15 (c) "Area median income" means the median household income for the area
16 adjusted for household size as published and annually updated by the United States
17 Department of Housing and Urban Development.

18 (d) "Development costs" means costs related to acquisition, site clearance and
19 preparation, relocation, construction, renovation, financing, refinancing, engineering, or
20 architectural plans.

21 (e) "Fund" means the Workforce Housing Fund.

22 (f) "Household of low or moderate income" means a household that a qualifying
23 local government determines cannot afford a sales price or rent sufficient to induce private
24 enterprise in the area of the qualifying local government to develop enough adequate and
25 safe housing without the assistance of a program.

26 (g) "Housing costs" means:

27 (1) rent for a rental housing unit; or

28 (2) mortgage principal and interest, real property taxes, and insurance for
29 a housing unit that is for sale.

(h) “Net proceeds of transfer” means all amounts paid to the original buyer or obligations of the original buyer assumed by a purchaser of a workforce housing unit minus:

(1) reasonable costs paid by the original buyer;

(2) the combined amount of Program funds and qualifying local government matching funds used to develop the workforce housing unit; and

(3) other liens as permitted by regulation by the Department.

(i) “Priority funding area” has the meaning stated in § 5–7B–02 of the State Finance and Procurement Article.

(j) “Program” means the Workforce Housing Grant Program.

(k) “Qualifying local government” means a county or municipal corporation that qualifies for participation in the Program under § 4–1803 of this subtitle.

(L) “SUSTAINABLE COMMUNITY” HAS THE MEANING STATED IN § 6–201 OF THIS ARTICLE.

[(I) (M) “Workforce housing” means:

(1) rental housing that is affordable for a household with an aggregate annual income between 50% and 100% of the area median income; or

(2) homeownership housing that:

(i) except as provided in item (ii) of this item, is affordable to a household with an aggregate annual income between 60% and 120% of the area median income; or

(ii) in target areas that are recognized by the Secretary for purposes of administering the Maryland Mortgage Program, is affordable to a household with an aggregate annual income between 60% and 150% of the area median income.

4–1802.

(a) There is a Workforce Housing Grant Program.

(b) The Program provides flexible funds to qualifying local governments for workforce housing programs, including programs that finance development costs.

(c) The Program shall be operated with money in the Fund.

(D) FOR EACH OF FISCAL YEARS 2019, 2020, 2021, 2022, AND 2023:

1 **(1) THE GOVERNOR SHALL APPROPRIATE AT LEAST \$4,000,000 TO**
2 **THE FUND IN THE ANNUAL STATE BUDGET BILL; AND**

3 **(2) THE FUNDING MANDATED IN ITEM (1) OF THIS SUBSECTION SHALL**
4 **BE RESTRICTED TO PROJECTS IN DESIGNATED SUSTAINABLE COMMUNITIES.**

5 6–201.

6 (1) “Sustainable community” means the part of a priority funding area that:

7 (1) as determined by the Smart Growth Subcabinet, satisfies the
8 requirements of § 6–205 of this subtitle;

9 (2) has been designated as a BRAC Revitalization and Incentive Zone
10 under Title 5, Subtitle 13 of the Economic Development Article; or

11 (3) has been designated a transit-oriented development under § 7–101 of
12 the Transportation Article.

13 6–212.

14 (a) Subject to subsection (b) of this section, a sustainable community shall receive
15 priority for State funding under the:

16 (1) Community Legacy Program under this subtitle;

17 **(2) WORKFORCE HOUSING GRANT PROGRAM UNDER TITLE 4,**
18 **SUBTITLE 18 OF THIS ARTICLE;**

19 **[(2)] (3)** Sustainable Communities Tax Credit Program for commercial
20 properties under Title 5A, Subtitle 3 of the State Finance and Procurement Article;

21 **[(3)] (4)** Neighborhood Business Development Program under Subtitle 3
22 of this title;

23 **[(4)] (5)** Maryland Historical Trust Grant Program under Title 5A,
24 Subtitle 3 of the State Finance and Procurement Article; and

25 **[(5)] (6)** African American Heritage Grant Program under Title 5A,
26 Subtitle 3 of the State Finance and Procurement Article.

27 (b) Priority for State funding provided under subsection (a) of this section is
28 available in a sustainable community only if:

29 (1) a political subdivision issues bonds, notes, or other similar instruments
30 for that sustainable community under:

- 1 (i) Title 21, Subtitle 4, Part II of the Local Government Article;
- 2 (ii) Title 21, Subtitle 5 of the Local Government Article; or
- 3 (iii) Title 12, Subtitle 2 of the Economic Development Article; or

4 (2) a political subdivision demonstrates to the appropriate unit of State
5 government that the political subdivision has funded infrastructure improvements in that
6 sustainable community.

7 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July
8 1, 2017.

Department of Legislative Services
Maryland General Assembly
2017 Session

FISCAL AND POLICY NOTE
First Reader

House Bill 238 (Delegate Lafferty)
Environment and Transportation

Housing - Workforce Housing Grant Program - Mandatory Funding

This bill requires the Governor to include at least \$4.0 million in annual funding for the Workforce Housing Grant Program for fiscal 2019 through 2023. The funding must be used for projects in designated sustainable communities.

The bill takes effect July 1, 2017.

Fiscal Summary

State Effect: Pay-as-you-go (PAYGO) general fund expenditures increase by at least \$4.0 million annually from FY 2019 through 2023 to capitalize the fund in accordance with the bill's mandated appropriation. Special fund revenues to and expenditures from the Workforce Housing Fund within the Department of Housing and Community Development (DHCD) increase correspondingly. DHCD general fund expenditures increase by \$113,100 in FY 2018 to administer the grant program; future year administrative expenditures reflect annualization. General fund revenues increase minimally beginning in FY 2019 from investment earnings of the special fund. **This bill establishes a mandated appropriation for FY 2019 through 2023.**

(in dollars)	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
GF Revenue	\$0	-	-	-	-
SF Revenue	\$0	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000
GF Expenditure	\$113,100	\$186,300	\$192,500	\$199,000	\$205,700
SF Expenditure	\$0	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000
PAYGO GF exp	\$0	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000
Net Effect	(\$113,100)	(\$4,186,300)	(\$4,192,500)	(\$4,199,000)	(\$4,205,700)

Note:() = decrease; GF = general funds; FF = federal funds; SF = special funds; - = indeterminate increase; (-) = indeterminate decrease

Local Effect: Because local governments are eligible to receive funds under the bill, local government revenues (in aggregate) increase by \$4.0 million annually beginning in FY 2019 through 2023, with a corresponding increase in expenditures.

Small Business Effect: Potential meaningful.

Analysis

Current Law: The Workforce Housing Grant Program provides flexible funds to qualifying local governments for workforce housing programs, including programs that finance development costs.

“Workforce housing” is rental housing that is affordable for a household with an aggregate annual income between 50% and 100% of the area median income, or homeownership housing that (1) is affordable to a household with an aggregate annual income between 60% and 120% of the area median income or (2) is affordable to a household with an aggregate annual income between 60% and 150% of the area median income in target areas that are recognized by the Secretary of Housing and Community Development for purposes of administering the Maryland Mortgage Program.

Priority Funding Areas

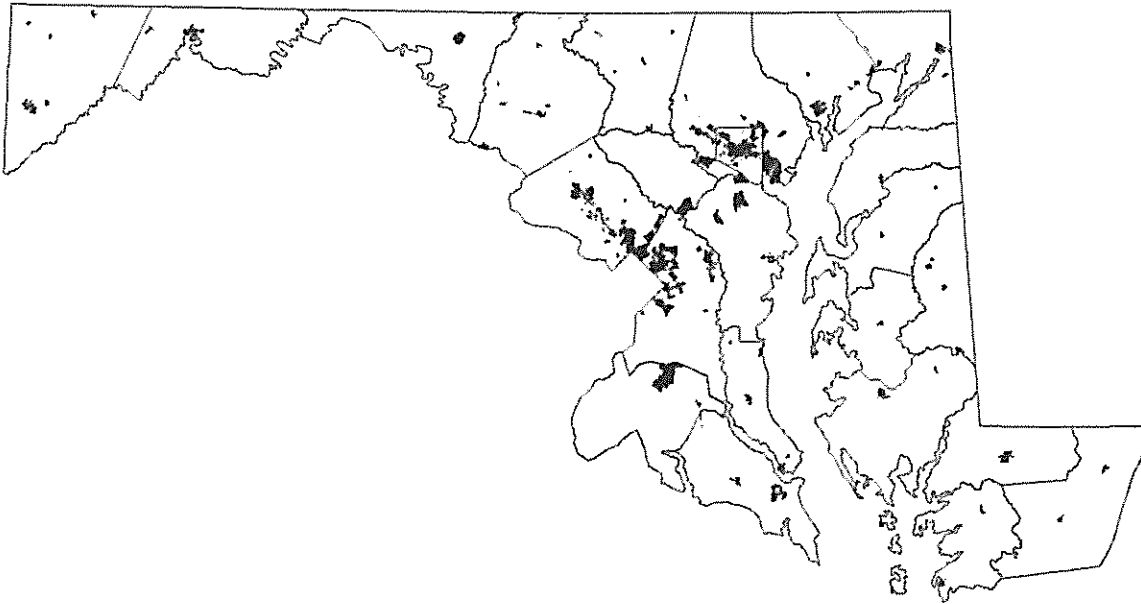
Chapter 759 of 1997 established that State spending on certain growth-related activities must be directed to priority funding areas. Growth-related projects include most State programs that encourage or support growth and development such as highways, sewer and water construction, economic development assistance, and State leases or construction of new office facilities. Priority funding areas include all municipalities that existed in the State in 1997; areas inside the Washington Beltway and the Baltimore Beltway; and areas designated as enterprise zones, neighborhood revitalization areas, heritage areas, and certain industrial areas. Areas that were annexed by a municipality after 1997 may also be designated priority funding areas, as long as the areas satisfy specified requirements in statute generally related to density, water and sewer access, and other related factors.

Sustainable Communities

A “sustainable community” is defined as a part of a priority funding area that (1) is designated by the Smart Growth Subcabinet on the recommendation of the Secretary of Housing and Community Development; (2) has been designated as a Base Realignment and Closure Revitalization Incentive Zone; or (3) has been designated a transit-oriented development. **Exhibit 1** shows the location of sustainable communities in the State.

Background: The Workforce Housing Grant Program and the related Workforce Housing Fund were originally enacted in 2006 but have never been funded. Eligible activities include preservation and renovation of existing housing stock, redevelopment of existing residential areas, financial incentives, inclusionary zoning, efforts to preserve workforce housing stock for first-time homebuyers and renters, coordination with neighboring jurisdictions and private-sector employers, and leveraging of federal financial assistance.

Exhibit 1
Sustainable Communities in Maryland



Source: Department of Legislative Services

State Fiscal Effect: PAYGO general fund expenditures increase by at least \$4 million annually from fiscal 2019 through 2023 to capitalize the fund, as required by the bill. Special fund revenues and expenditures from the Workforce Housing Fund within DHCD increase correspondingly.

Although current law indicates that the Workforce Housing Grant Program must be operated with money in the Workforce Housing Fund, the bill specifically restricts the funding mandated by the bill to projects in designated sustainable communities. Thus, it is assumed that DHCD is not authorized to use the special fund to cover its administrative costs. Because the allocation of \$4 million annually from the fund is expected to involve significant staff time related to program management and accounting, DHCD requires additional staff to administer the program.

DHCD has determined that three regular full-time positions are needed to implement this bill. However, the Department of Legislative Services advises that the added responsibilities incurred by this legislation are not permanent and, thus, should be performed by contractual employees. Therefore, general fund expenditures increase by \$113,094 in fiscal 2018, which assumes that the additional employees are hired effective January 1, 2018. This estimate reflects the cost of hiring three contractual staff, including:

- one program administrator to oversee and provide direction and guidance for the program and its objectives;
- one administrative officer to manage the day-to-day activities of the program, including reviewing grant proposals and supporting the program administrator; and
- one accountant to maintain the necessary financial records and expenditure monitoring of the program.

The estimate includes salaries, fringe benefits, one-time start-up costs, and ongoing operating expenses.

Contractual Position(s)	3
Salaries and Fringe Benefits	\$98,236
Operating Expenses	<u>14,858</u>
Total FY 2018 State Expenditures	\$113,094

Future year expenditures reflect full salaries with annual increases and employee turnover and ongoing operating expenses.

This estimate does not include any health insurance costs that could be incurred for specified contractual employees under the State's implementation of the federal Patient Protection and Affordable Care Act.

Although current law indicates that investment earnings of the Workforce Housing Fund remain in the fund, neither current law nor the bill amend § 6-226 of the State Finance and Procurement Article to exempt the fund from existing law that requires all investment earnings and interest from special funds to accrue to the general fund. Thus, general fund revenues increase minimally beginning in fiscal 2019 from interest earned on the money in the special fund.

Local Fiscal Effect: Although local governments are eligible to receive funds under the bill, the bill also restricts use of the mandated funding to projects in sustainable communities. Thus, beginning in fiscal 2019, local governments that contain designated sustainable communities are eligible to receive up to \$4 million in total funds (distributed across the State) and to allocate the funds to projects related to workforce housing in those sustainable communities.

Small Business Effect: Small businesses benefit to the extent that they are involved with workforce housing development projects that are funded as a result of the bill. In addition, any small businesses located in sustainable communities where development projects are funded benefit to the extent that the bill contributes to economic development in those areas.

Additional Information

Prior Introductions: None.

Cross File: None.

Information Source(s): Department of Housing and Community Development; Maryland Department of Planning; Department of Legislative Services

Fiscal Note History: First Reader - February 3, 2017
mm/mcr

Analysis by: Eric Pierce

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HOUSE BILL 859

C2, Q1, C1

7lr1078

By: Delegates Carr, Brooks, Chang, Clark, Clippinger, Glenn, Haynes, Impallaria,
Kramer, Krimm, Lierman, Lisanti, McDonough, McKay, A. Miller, W. Miller,
Rose, Waldstreicher, and P. Young
Introduced and read first time: February 3, 2017
Assigned to: Economic Matters

A BILL ENTITLED

1 AN ACT concerning

2 **Business Regulation – Trader’s and Chain Stores Licenses and Personal**
3 **Property Tax – Fees and Exemptions**

4 FOR the purpose of repealing the provision of law that a certain person have a chain store
5 license under certain circumstances and pay a certain fee for a certain chain store
6 license; altering the amount of the fee for a certain trader’s license; repealing the
7 requirement that the amount of the fee for a trader’s license be based on the value
8 of an applicant’s stock-in-trade; exempting a visually handicapped applicant who
9 meets certain standards or Blind Industries and Services of Maryland from a certain
10 trader’s license fee; repealing certain provisions of law relating to a dispute
11 regarding the value of a trader’s stock-in-trade and certain refunds for payment of
12 an excess license fee; exempting a person who holds a certain trader’s license from a
13 certain fee for filing a certain annual report; exempting from municipal corporation
14 property tax certain personal property of a person engaged in a commercial business;
15 providing for the application of this Act; and generally relating to various fees and
16 exemptions for holders of trader’s licenses and personal property tax.

17 BY repealing and reenacting, with amendments,
18 Article – Business Regulation
19 Section 17–1801, 17–1806, and 17–1808 to be under the amended subtitle “Subtitle
20 18. Traders”
21 Annotated Code of Maryland
22 (2015 Replacement Volume and 2016 Supplement)

23 BY repealing
24 Article – Business Regulation
25 Section 17–1805, 17–1809, and 17–1812
26 Annotated Code of Maryland
27 (2015 Replacement Volume and 2016 Supplement)

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 BY repealing and reenacting, with amendments,
2 Article – Corporations and Associations
3 Section 1–203(b)(3)(ii)
4 Annotated Code of Maryland
5 (2014 Replacement Volume and 2016 Supplement)

6 BY adding to
7 Article – Corporations and Associations
8 Section 1–203(b)(15)
9 Annotated Code of Maryland
10 (2014 Replacement Volume and 2016 Supplement)

11 BY repealing and reenacting, with amendments,
12 Article – Tax – Property
13 Section 7–109(a)
14 Annotated Code of Maryland
15 (2012 Replacement Volume and 2016 Supplement)

16 BY repealing and reenacting, without amendments,
17 Article – Tax – Property
18 Section 7–222
19 Annotated Code of Maryland
20 (2012 Replacement Volume and 2016 Supplement)

21 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
22 That the Laws of Maryland read as follows:

23 **Article – Business Regulation**

24 **Subtitle 18. Traders [and Chain Stores].**

25 17–1801.

26 (a) In this subtitle the following words have the meanings indicated.

27 (b) “Blind Industries” means Blind Industries and Services of Maryland.

28 (c) [“Chain store license” means a license issued by the clerk to operate 2 or more
29 stores under the same general management or ownership.

30 (d)] “Exhibitor” means a person who rents space from a promoter to display and
31 sell goods at a show.

32 [(e)] (D) “Licensed trader” means a trader who is licensed by the clerk under this
33 subtitle.

1 **[(f)] (E)** “Promoter” means a person who rents space at a show to an exhibitor.

2 **[(g)] (F)** “Show” includes an antique show, coin show, flea market, gun show,
3 stamp show, and show of a temporary nature.

4 **[17–1805.**

5 A person must have a chain store license whenever the person operates 2 or more
6 retail stores under the same general management or ownership in the State.]

7 **17–1806.**

8 (a) An applicant for a trader’s license shall state in the application the place
9 where the applicant will do business as a trader.

10 (b) (1) **[This subsection does not apply if the average value of the applicant’s**
11 stock in trade exceeds \$10,000.

12 (2)] An applicant for a trader’s license may apply under this subsection if
13 the applicant has a defect in vision such that:

14 (i) visual acuity in the applicant’s better eye does not exceed 20/140
15 with correcting lenses; or

16 (ii) the widest diameter of the applicant’s visual field subtends an
17 angle not exceeding 20 degrees.

18 **[(3)] (2)** An applicant for a trader’s license under this subsection shall
19 submit to the clerk:

20 (i) a signed certificate, from a licensed physician who specializes in
21 treatment of the eye, that the applicant’s vision meets the standard of paragraph **[(2)] (1)**
22 of this subsection; and

23 (ii) an affidavit that the applicant is the owner of the place of
24 business listed in the application.

25 **[(4)] (3)** Blind Industries also may apply for a trader’s license under this
26 subsection for a business that it operates, if Blind Industries submits to the clerk an
27 affidavit that:

28 (i) Blind Industries operates the business listed in the application;
29 and

30 (ii) the manager of the business has vision that meets the standard
31 of paragraph **[(2)] (1)** of this subsection.

1 17-1808.

2 (a) (1) Except as otherwise provided in this section, an applicant for a trader's
3 license shall pay to the clerk [a] THE license fee [based on the value of the applicant's
4 stock-in-trade] REQUIRED UNDER PARAGRAPH (2) OF THIS SUBSECTION.

5 (2) In [a county other than] Baltimore City or [Baltimore County] A
6 MUNICIPALITY, the license fee is[:

- 7 (i) \$15, if the value of the applicant's stock-in-trade is not more
8 than \$1,000;
- 9 (ii) \$18, if the value is more than \$1,000 but not more than \$1,500;
- 10 (iii) \$20, if the value is more than \$1,500 but not more than \$2,500;
- 11 (iv) \$25, if the value is more than \$2,500 but not more than \$4,000;
- 12 (v) \$30, if the value is more than \$4,000 but not more than \$6,000;
- 13 (vi) \$40, if the value is more than \$6,000 but not more than \$8,000;
- 14 (vii) \$50, if the value is more than \$8,000 but not more than \$10,000;
- 15 (viii) \$65, if the value is more than \$10,000 but not more than \$15,000;
- 16 (ix) \$80, if the value is more than \$15,000 but not more than \$20,000;
- 17 (x) \$100, if the value is more than \$20,000 but not more than
18 \$30,000;
- 19 (xi) \$125, if the value is more than \$30,000 but not more than
20 \$40,000;
- 21 (xii) \$150, if the value is more than \$40,000 but not more than
22 \$50,000;
- 23 (xiii) \$200, if the value is more than \$50,000 but not more than
24 \$75,000;
- 25 (xiv) \$250, if the value is more than \$75,000 but not more than
26 \$100,000;
- 27 (xv) \$300, if the value is more than \$100,000 but not more than
28 \$150,000;

- 1 (xvi) \$350, if the value is more than \$150,000 but not more than
2 \$200,000;
- 3 (xvii) \$400, if the value is more than \$200,000 but not more than
4 \$300,000;
- 5 (xviii) \$500, if the value is more than \$300,000 but not more than
6 \$400,000;
- 7 (xix) \$600, if the value is more than \$400,000 but not more than
8 \$500,000;
- 9 (xx) \$750, if the value is more than \$500,000 but not more than
10 \$750,000; or
- 11 (xxi) \$800, if the value is more than \$750,000] **\$325**.
- 12 (3) In Baltimore [City] COUNTY, the license fee is[:
- 13 (i) \$20, if the value of the applicant's stock-in-trade is not more
14 than \$1,000;
- 15 (ii) \$40, if the value is more than \$1,000 but not more than \$5,000;
- 16 (iii) \$80, if the value is more than \$5,000 but not more than \$10,000;
- 17 (iv) \$160, if the value is more than \$10,000 but not more than
18 \$50,000;
- 19 (v) \$375, if the value is more than \$50,000 but not more than
20 \$100,000;
- 21 (vi) \$1,000, if the value is more than \$100,000 but not more than
22 \$300,000;
- 23 (vii) \$1,500, if the value is more than \$300,000 but not more than
24 \$750,000; or
- 25 (viii) \$2,125, if the value is more than \$750,000] **\$300**.
- 26 (4) In A COUNTY OTHER THAN Baltimore County, the license fee is[:
- 27 (i) \$20, if the value of the applicant's stock-in-trade is not more
28 than \$1,000;
- 29 (ii) \$40, if the value is more than \$1,000 but not more than \$5,000;

- 1 (iii) \$80, if the value is more than \$5,000 but not more than \$10,000;
2 (iv) \$160, if the value is more than \$10,000 but not more than
3 \$50,000;
4 (v) \$375, if the value is more than \$50,000 but not more than
5 \$100,000;
6 (vi) \$450, if the value is more than \$100,000 but not more than
7 \$200,000;
8 (vii) \$500, if the value is more than \$200,000 but not more than
9 \$300,000;
10 (viii) \$775, if the value is more than \$300,000 but not more than
11 \$400,000;
12 (ix) \$1,000, if the value is more than \$400,000 but not more than
13 \$500,000;
14 (x) \$1,250, if the value is more than \$500,000 but not more than
15 \$750,000; and
16 (xi) \$1,600, if the value is more than \$750,000] **\$225.**

17 (b) [(1) This subsection does not apply to a domestic corporation that has
18 shares subject to taxation under State law.

19 (2) In determining the value of an applicant's stock-in-trade, the clerk
20 shall accept as prima facie evidence the values shown on the certification of the State
21 Department of Assessments and Taxation required by § 17-302 of this title.

22 (c) Notwithstanding the provisions of this section, if the average value of the
23 applicant's stock-in-trade is \$10,000 or less, a] **A LICENSE FEE SHALL BE WAIVED FOR:**

24 **(1)** A visually handicapped applicant who meets the standards of §
25 [17-1806(b)(2)] **17-1806(B)(1)** of this subtitle [or Blind Industries shall pay to the clerk
26 a license fee of only \$6]; **AND**

27 **(2) BLIND INDUSTRIES.**

28 [17-1809.

29 (a) This section does not apply to an automobile service station where the
30 principal business is the sale or distribution of motor fuel.

(b) (1) An applicant for a chain store license shall pay to the clerk a license fee based on the value of the applicant's stock-in-trade under § 17-1808 of this subtitle and an additional license fee.

(2) In a county other than Baltimore City, Baltimore County, or Cecil County, the additional license fee is:

- (i) \$5 for each store for 2 to 5 stores;
- (ii) \$20 for each store for 6 to 10 stores;
- (iii) \$100 for each store for 11 to 20 stores; or
- (iv) \$150 for each store for more than 20 stores.

(3) In Baltimore City or Baltimore County, the additional license fee is:

- (i) \$12 for each store for 2 to 5 stores;
- (ii) \$50 for each store for 6 to 10 stores;
- (iii) \$250 for each store for 11 to 20 stores; or
- (iv) \$375 for each store for more than 20 stores.

(4) In Cecil County, the additional license fee is:

- (i) \$10 for each store for 2 to 5 stores;
- (ii) \$30 for each store for 6 to 10 stores;
- (iii) \$100 for each store for 11 to 20 stores; and
- (iv) \$300 for each store for more than 20 stores.]

[17-1812.

(a) (1) If a trader disputes the value of the trader's stock-in-trade on which the license fee is based, the trader may submit in accordance with the Tax – Property Article an appeal to the State Department of Assessments and Taxation as to the value of the stock-in-trade.

(2) To avoid being in default, the trader may pay the license fee and get a trader's license with the understanding that the trader will get a refund of any excess amount paid for the trader's license.

(b) (1) If the State Department of Assessments and Taxation reduces the value of the stock-in-trade, resulting in a lower license fee, the licensed trader may get a refund of any excess amount paid by submitting to the clerk who issued the trader's license:

(i) a claim for the refund; and

(ii) supporting evidence of the reduction from the State Department of Assessments and Taxation.

(2) On approving the claim, the clerk shall pay the refund.

(c) If the clerk pays a refund, the clerk shall deduct the amount of the refund from the license fees distributed to the county or municipal corporation that receives the fee.]

Article – Corporations and Associations

1–203.

(b) (3) (ii) Except as provided in [paragraph (14)] **PARAGRAPHS (14) AND (15)** of this subsection, for each of the following documents which are filed but not recorded, the filing fee is as indicated:

Annual report of a Maryland corporation, except a charitable or benevolent institution, nonstock corporation, savings and loan corporation, credit union, family farm, and banking institution.....	\$300
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Annual report of a foreign corporation subject to the jurisdiction of this State, except a national banking association, savings and loan association, credit union, nonstock corporation, and charitable and benevolent institution.....	\$300
---	-------

Annual report of a Maryland savings and loan association, banking institution, or credit union or of a foreign savings and loan association, national banking association, or credit union that is subject to the jurisdiction of this State	\$300
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Annual report of a Maryland limited liability company, limited liability partnership, limited partnership, or of a foreign limited liability company, foreign limited liability partnership, or foreign limited partnership, except a family farm.....	\$300
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Annual report of a business trust.....	\$300
--	-------

Annual report of a real estate investment trust or foreign statutory trust doing business in this State	\$300
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Annual report of a family farm.....	\$100
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1 **(15) THE DEPARTMENT SHALL WAIVE THE FILING FEE DESCRIBED**
2 **UNDER PARAGRAPH (3)(II) OF THIS SUBSECTION FOR A BUSINESS ENTITY THAT**
3 **HOLDS A TRADER'S LICENSE ISSUED UNDER TITLE 17 OF THE BUSINESS**
4 **REGULATION ARTICLE.**

5 **Article – Tax – Property**

6 7–109.

7 (a) The **STOCK IN BUSINESS OF A PERSON ENGAGED IN A MANUFACTURING**
8 **BUSINESS AND THE** personal property described in §§ [7–222,] 7–225[,] and 7–226 of this
9 title [is] **ARE** subject to the municipal corporation property tax unless exempted in full or
10 in part by the governing body of the municipal corporation by law.

11 7–222.

12 (a) Except as provided in § 7–109 of this title and in subsection (b) of this section,
13 the stock in business of a person engaged in a manufacturing or commercial business is not
14 subject to property tax.

15 (b) Except as provided by § 7–108 of this title, the personal property described in
16 subsection (a) of this section is subject to a county property tax on 35% of its assessment in
17 Wicomico County.

18 **SECTION 2. AND BE IT FURTHER ENACTED,** That this Act shall take effect
19 October 1, 2017, and shall be applicable to all taxable years beginning after December 31,
20 2017.

HOUSE BILL 1238

Q1

7lr3076

By: **Delegates Fisher, Buckel, Clark, S. Howard, McDonough, McKay, Metzgar, Rey, and West**

Introduced and read first time: February 10, 2017

Assigned to: Ways and Means

A BILL ENTITLED

1 AN ACT concerning

2 **Personal Property Tax – Exemption for Business Personal Property**

3 FOR the purpose of exempting business personal property from the property tax imposed
4 by a county or municipal corporation, subject to certain exceptions; requiring the
5 State Department of Assessments and Taxation to identify certain provisions of law
6 and submit a certain report to the General Assembly; providing for the application
7 of this Act; and generally relating to an exemption from the personal property tax
8 for certain businesses.

9 BY adding to

10 Article – Tax – Property

11 Section 7-402

12 Annotated Code of Maryland

13 (2012 Replacement Volume and 2016 Supplement)

14 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
15 That the Laws of Maryland read as follows:

16 **Article – Tax – Property**

17 **7-402.**

18 (A) EXCEPT AS PROVIDED IN SUBSECTION (B) OF THIS SECTION, PERSONAL
19 PROPERTY IS NOT SUBJECT TO COUNTY OR MUNICIPAL CORPORATION PROPERTY
20 TAX.

21 (B) THE FOLLOWING PERSONAL PROPERTY IS SUBJECT TO COUNTY OR
22 MUNICIPAL CORPORATION PROPERTY TAX:

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 **(1) OPERATING PERSONAL PROPERTY OF A RAILROAD OR A PUBLIC**
2 **UTILITY; AND**

3 **(2) PROPERTY USED TO PROVIDE A CABLE TELEVISION, DATA, OR**
4 **TELECOMMUNICATIONS SERVICE, INCLUDING:**

5 **(I) ALL FIBER–OPTIC AND OTHER CABLE WIRE SYSTEMS;**

6 **(II) CELLULAR TELEPHONE TOWERS; AND**

7 **(III) WIRELESS APPURTENANCES ATTACHED TO OR INSTALLED**
8 **ON CELLULAR TELEPHONE TOWERS.**

9 SECTION 2. AND BE IT FURTHER ENACTED, That, on or before December 1,
10 2017, the State Department of Assessments and Taxation shall identify provisions of the
11 Annotated Code of Maryland or the Code of Public Local Laws that are rendered inaccurate
12 or obsolete as a result of Section 1 of this Act and, in accordance with § 2–1246 of the State
13 Government Article, shall submit a report to the General Assembly on its findings with
14 recommendations for any amendments to the Annotated Code of Maryland or the Code of
15 Public Local Laws.

16 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect June
17 1, 2017, and, shall be applicable to all taxable years beginning after June 30, 2017.

SENATE BILL 835

E2
SB 554/14 – JPR

7lr1852
CF 7lr3452

By: Senators Ramirez, Astle, Benson, Conway, Currie, Feldman, Ferguson, Guzzone, Kagan, Kelley, King, Lee, Madaleno, Manno, McFadden, Middleton, Muse, Nathan-Pulliam, Pinsky, Robinson, Rosapepe, Smith, Young, and Zucker

Introduced and read first time: February 3, 2017

Assigned to: Judicial Proceedings

A BILL ENTITLED

1 AN ACT concerning

2 **Maryland Law Enforcement and Governmental Trust Act**

3 FOR the purpose of expressing the intent of the General Assembly to restore community
4 trust in Maryland law enforcement and government by clarifying the parameters of
5 local participation in federal immigration enforcement efforts; prohibiting a certain
6 government agent from taking certain actions for certain purposes; prohibiting a law
7 enforcement official from stopping, arresting, searching, or detaining an individual
8 for the purpose of investigating a suspected immigration violation or inquiring about
9 certain matters; prohibiting a government agent from using certain funds, facilities,
10 property, equipment, or personnel for certain purposes; prohibiting a government
11 agent from making a certain database available for a certain purpose; prohibiting a
12 State or local law enforcement agency from placing a law enforcement officer under
13 a certain supervision or employing a certain law enforcement officer under certain
14 circumstances; prohibiting a certain agent from taking certain actions without a
15 judicial warrant; requiring the Attorney General to develop certain policies in
16 consultation with certain stakeholders; requiring all public schools, hospitals, and
17 courthouses to establish and publish certain policies; providing that nothing in this
18 Act shall prevent a certain State agent from responding to a certain request or
19 sending or receiving certain information; requiring all State agencies to review
20 certain policies, identify certain changes, and make certain changes at a certain time
21 for certain purposes; establishing that a certain agreement that conflicts with a
22 certain provision of this Act is null and void at a certain time; defining certain terms;
23 making the provisions of this Act severable; and generally relating to State and local
24 participation in federal immigration enforcement efforts.

25 BY adding to
26 Article – Criminal Procedure
27 Section 5–103

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



Annotated Code of Maryland
(2008 Replacement Volume and 2016 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
That the Laws of Maryland read as follows:

Article – Criminal Procedure

5–103.

(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS
INDICATED.

(2) (I) “CIVIL IMMIGRATION WARRANT” MEANS A WARRANT FOR A
VIOLATION OF FEDERAL CIVIL IMMIGRATION LAW THAT WAS NOT ISSUED BY A
UNITED STATES DISTRICT COURT JUDGE.

(II) “CIVIL IMMIGRATION WARRANT” INCLUDES A CIVIL
IMMIGRATION WARRANT ENTERED IN THE NATIONAL CRIME INFORMATION
CENTER DATABASE.

(3) “FEDERAL IMMIGRATION AUTHORITY” MEANS AN OFFICER,
EMPLOYEE, OR OTHER PERSON PAID BY OR ACTING AS AN AGENT OF UNITED STATES
IMMIGRATION AND CUSTOMS ENFORCEMENT OR THE UNITED STATES
DEPARTMENT OF HOMELAND SECURITY WHO IS CHARGED WITH IMMIGRATION
ENFORCEMENT.

(4) (I) “GOVERNMENT AGENT” MEANS AN AGENT OR EMPLOYEE OF
THE STATE, A COUNTY, OR A MUNICIPALITY.

(II) “GOVERNMENT AGENT” INCLUDES:

1. AN AGENT OR EMPLOYEE OF A POLICE OR SECURITY
DEPARTMENT OF A PUBLIC PRIMARY SCHOOL, A PUBLIC SECONDARY SCHOOL, OR A
PUBLIC INSTITUTION OF HIGHER EDUCATION;

2. A LAW ENFORCEMENT OFFICER, AS DEFINED IN §
3–101 OF THE PUBLIC SAFETY ARTICLE;

3. AN AGENT OR EMPLOYEE OF A STATE OR LOCAL LAW
ENFORCEMENT AGENCY;

4. AN AGENT OR EMPLOYEE OF A COURT;

1 5. AN AGENT OR EMPLOYEE OF A STATE CORRECTIONAL
2 FACILITY OR LOCAL CORRECTIONAL FACILITY, AS DEFINED IN § 1-101 OF THE
3 CORRECTIONAL SERVICES ARTICLE; AND

4 6. AN AGENT OR EMPLOYEE OF THE DEPARTMENT OF
5 JUVENILE SERVICES.

6 (5) “IMMIGRATION ENFORCEMENT” INCLUDES ALL EFFORTS TO
7 INVESTIGATE, ENFORCE, OR ASSIST IN THE INVESTIGATION OR ENFORCEMENT OF
8 FEDERAL CIVIL IMMIGRATION LAW, INCLUDING VIOLATIONS OF TITLE 8, §§ 1253,
9 1324(C), 1325, AND 1326 OF THE UNITED STATES CODE.

10 (6) “JUDICIAL WARRANT” MEANS A WARRANT BASED ON PROBABLE
11 CAUSE AND ISSUED BY A FEDERAL JUDGE OR A FEDERAL MAGISTRATE JUDGE THAT
12 AUTHORIZES FEDERAL IMMIGRATION AUTHORITIES TO TAKE INTO CUSTODY THE
13 PERSON WHO IS THE SUBJECT OF THE WARRANT.

14 (7) “LOCAL LAW ENFORCEMENT AGENCY” INCLUDES A LOCAL
15 CORRECTIONAL FACILITY.

16 (B) IT IS THE INTENT OF THE GENERAL ASSEMBLY TO RESTORE
17 COMMUNITY TRUST IN MARYLAND LAW ENFORCEMENT AND GOVERNMENT BY
18 CLARIFYING THE PARAMETERS OF STATE AND LOCAL PARTICIPATION IN FEDERAL
19 IMMIGRATION ENFORCEMENT EFFORTS.

20 (C) A GOVERNMENT AGENT MAY NOT, FOR IMMIGRATION ENFORCEMENT
21 PURPOSES:

22 (1) USE PUBLIC FUNDS, FACILITIES, PROPERTY, EQUIPMENT, OR
23 PERSONNEL TO STOP, INVESTIGATE, DETAIN, DETECT, REPORT, OR ARREST A
24 PERSON;

25 (2) RESPOND TO A HOLD, NOTIFICATION, OR TRANSFER REQUEST
26 FROM FEDERAL IMMIGRATION AUTHORITIES;

27 (3) RESPOND TO A REQUEST FOR NONPUBLICLY AVAILABLE
28 INFORMATION ABOUT A PERSON, INCLUDING INFORMATION ABOUT THE PERSON’S
29 DATE OF RELEASE FROM INCARCERATION, HOME ADDRESS, OR WORK ADDRESS;

30 (4) MAKE AN ARREST BASED ON A CIVIL IMMIGRATION WARRANT;

31 (5) GIVE FEDERAL IMMIGRATION AUTHORITIES ACCESS TO
32 INTERVIEW A PERSON IN AGENCY OR DEPARTMENT CUSTODY;

1 (6) PERFORM THE FUNCTIONS OF AN IMMIGRATION OFFICER,
2 WHETHER PURSUANT TO TITLE 8, § 1357(G) OF THE UNITED STATES CODE OR ANY
3 OTHER FORMAL OR INFORMAL LAW, REGULATION, OR POLICY; OR

4 (7) SUPPORT OR ASSIST IN CIVIL IMMIGRATION ENFORCEMENT
5 OPERATIONS, INCLUDING THE ESTABLISHMENT OF TRAFFIC PERIMETERS.

6 (D) A LAW ENFORCEMENT OFFICIAL MAY NOT STOP, ARREST, SEARCH, OR
7 DETAIN AN INDIVIDUAL TO:

8 (1) INVESTIGATE A SUSPECTED IMMIGRATION VIOLATION; OR

9 (2) INQUIRE ABOUT IMMIGRATION OR CITIZENSHIP STATUS OR PLACE
10 OF BIRTH OF AN ARRESTEE OR VICTIM OF CRIME.

11 (E) A GOVERNMENT AGENT MAY NOT:

12 (1) USE GOVERNMENTAL FUNDS, FACILITIES, PROPERTY,
13 EQUIPMENT, OR PERSONNEL TO INVESTIGATE, ENFORCE, OR ASSIST IN THE
14 INVESTIGATION OR ENFORCEMENT OF ANY FEDERAL PROGRAM REQUIRING
15 REGISTRATION OF INDIVIDUALS ON THE BASIS OF RACE, GENDER, SEXUAL
16 ORIENTATION, RELIGION, OR NATIONAL OR ETHNIC ORIGIN; OR

17 (2) MAKE A GOVERNMENTAL DATABASE AVAILABLE TO ANY PERSON
18 OR ENTITY FOR THE PURPOSE OF IMMIGRATION ENFORCEMENT OR INVESTIGATION
19 OR ENFORCEMENT OF ANY FEDERAL PROGRAM REQUIRING REGISTRATION OF
20 INDIVIDUALS ON THE BASIS OF RACE, GENDER, SEXUAL ORIENTATION, RELIGION,
21 IMMIGRATION STATUS, OR NATIONAL OR ETHNIC ORIGIN.

22 (F) A STATE OR LOCAL LAW ENFORCEMENT AGENCY MAY NOT PLACE A LAW
23 ENFORCEMENT OFFICER UNDER THE SUPERVISION OF A FEDERAL AGENCY OR
24 EMPLOY A LAW ENFORCEMENT OFFICER DEPUTIZED AS A SPECIAL FEDERAL
25 OFFICER OR SPECIAL FEDERAL DEPUTY EXCEPT TO THE EXTENT THAT SUCH A LAW
26 ENFORCEMENT OFFICER REMAINS SUBJECT TO MARYLAND LAW GOVERNING THE
27 OFFICER'S CONDUCT AND THE POLICIES OF THE EMPLOYING AGENCY.

28 (G) NOTWITHSTANDING ANY OTHER LAW, A GOVERNMENT AGENT MAY NOT,
29 AT THE REQUEST OF FEDERAL IMMIGRATION AUTHORITIES, WITHOUT A JUDICIAL
30 WARRANT:

31 (1) TRANSFER AN INDIVIDUAL TO FEDERAL IMMIGRATION
32 AUTHORITIES FOR PURPOSES OF IMMIGRATION ENFORCEMENT;

1 **(2) DETAIN AN INDIVIDUAL; OR**

2 **(3) NOTIFY FEDERAL IMMIGRATION AUTHORITIES OF RELEASE**
3 **INFORMATION.**

4 **(H) (1) THE ATTORNEY GENERAL, IN CONSULTATION WITH THE**
5 **APPROPRIATE STAKEHOLDERS, SHALL DEVELOP AND ADOPT MODEL POLICIES TO**
6 **ENSURE THAT ALL PUBLIC SCHOOLS, HOSPITALS, AND COURTHOUSES REMAIN SAFE**
7 **AND ACCESSIBLE TO ALL MARYLAND RESIDENTS, REGARDLESS OF IMMIGRATION**
8 **STATUS.**

9 **(2) ALL PUBLIC SCHOOLS, HOSPITALS, AND COURTHOUSES SHALL**
10 **ESTABLISH AND PUBLISH POLICIES THAT LIMIT IMMIGRATION ENFORCEMENT ON**
11 **THEIR PREMISES TO THE FULLEST EXTENT POSSIBLE CONSISTENT WITH FEDERAL**
12 **AND STATE LAW.**

13 **(I) NOTHING IN THIS SECTION SHALL PREVENT A GOVERNMENT AGENT**
14 **FROM:**

15 **(1) RESPONDING TO:**

16 **(I) A REQUEST FROM FEDERAL IMMIGRATION AUTHORITIES**
17 **FOR INFORMATION ABOUT A SPECIFIC PERSON'S CRIMINAL RECORD WHEN**
18 **ALLOWED BY STATE LAW; OR**

19 **(II) A LAWFUL SUBPOENA; OR**

20 **(2) SENDING TO, OR RECEIVING FROM, ANY LOCAL, STATE, OR**
21 **FEDERAL AGENCY INFORMATION REGARDING THE CITIZENSHIP OR IMMIGRATION**
22 **STATUS, LAWFUL OR UNLAWFUL, OF AN INDIVIDUAL PURSUANT TO §§ 1373 AND 1644**
23 **OF TITLE 8 OF THE UNITED STATES CODE.**

24 SECTION 2. AND BE IT FURTHER ENACTED, That, in order to ensure that
25 eligible individuals are not deterred from seeking services or engaging with State agencies,
26 all State agencies shall review their confidentiality policies and identify any changes
27 necessary to ensure that information collected from individuals is limited to that which is
28 necessary to perform agency duties, does not include inquiries into immigration status
29 unless required by federal law or necessary to make a determination of eligibility, and is
30 not used or disclosed for any other purpose. Any necessary changes to those policies shall
31 be made as expeditiously as possible, consistent with agency or department procedures.

32 SECTION 3. AND BE IT FURTHER ENACTED, That any agreement in existence
33 on the effective date of this Act that makes any governmental database available in conflict

1 with § 5–103 of the Criminal Procedure Article as enacted by Section 1 of this Act shall be
2 null and void as of the effective date of this Act.

3 SECTION 4. AND BE IT FURTHER ENACTED, That, if any provision of this Act or
4 the application thereof to any person or circumstance is held invalid for any reason in a
5 court of competent jurisdiction, the invalidity does not affect other provisions or any other
6 application of this Act that can be given effect without the invalid provision or application,
7 and for this purpose the provisions of this Act are declared severable.

8 SECTION 5. AND BE IT FURTHER ENACTED, That this Act shall take effect
9 October 1, 2017.

Department of Legislative Services
Maryland General Assembly
2017 Session

FISCAL AND POLICY NOTE
First Reader

Senate Bill 835

(Senator Ramirez, *et al.*)

Judicial Proceedings

Maryland Law Enforcement and Governmental Trust Act

This bill expresses the intent of the General Assembly to restore community trust in Maryland Law Enforcement by clarifying the parameters of local participation in federal immigration enforcement efforts.

Fiscal Summary

State Effect: The bill's requirements can be handled with existing budgeted resources. Any change in State activities does not materially impact State finances.

Local Effect: Any change in local law enforcement activities does not materially impact local finances.

Small Business Effect: None.

Analysis

Bill Summary:

Selected Definitions

A "government agent" means an agent or employee of the State, a county, or a municipality. A government agent includes (1) an agent or employee of a police or security department of public schools or public institutions of higher education; (2) law enforcement officers, as specified; (3) agents or employees of State or local law enforcement agencies; (4) agents or employees of a court; (5) an agent or employee of a State correctional facility or local correctional facility, as specified; and (6) agents or

employees of the Department of Juvenile Services. Local law enforcement agencies include local correctional facilities.

“Immigration enforcement” includes all efforts to investigate, enforce, or assist in the investigation or enforcement of federal civil immigration law, as specified.

Limitations on Immigration Enforcement

The bill prohibits a government agent from, for immigration enforcement purposes (1) using public funds, facilities, property, equipment, or personnel to stop, investigate, detain, detect, report, or arrest a person; (2) responding to a hold, notification, or transfer request from federal immigration authorities; (3) responding to a request for nonpublicly available information about a person, including information about the person’s date of release from incarceration, home address, or work address; (4) making an arrest based on a civil immigration warrant; (5) giving federal immigration authorities access to interview a person in agency or department custody; (6) performing the functions of an immigration officer; as specified; or (7) supporting or assisting in civil immigration enforcement operations, including the establishment of traffic perimeters.

A law enforcement official may not stop, arrest, search, or detain an individual to (1) investigate a suspected immigration violation or (2) inquire about immigration or citizenship status or place of birth of an arrestee or victim of crime.

A government agent may not (1) use governmental funds, facilities, property, equipment, or personnel to investigate, enforce, or assist in the investigation or enforcement of any federal program requiring registration of individuals on the basis of race, gender, sexual orientation, religion, or national or ethnic origin; or (2) make a governmental database available to any person or entity for the purpose of immigration enforcement or investigation or enforcement of any federal program requiring registration of individuals on the basis of race, gender, sexual orientation, religion, immigration status, or national or ethnic origin.

A State or local law enforcement agency may not place a law enforcement officer under the supervision of a federal agency or employ a law enforcement officer deputized as a special federal officer or special federal deputy except to the extent that such a law enforcement officer remains subject to State law governing the officer’s conduct and the policies of the employing agency.

A government agent may not, at the request of federal immigration authorities, without a judicial warrant (1) transfer an individual to federal immigration authorities for purposes of immigration enforcement; (2) detain an individual; or (3) notify federal immigration authorities of release information.

The bill does not prohibit a government agent from (1) responding to a request from federal immigration authorities for information regarding a specific person's criminal record when allowed by State law or a lawful subpoena or (2) sending to, or receiving from, any local, state, or federal agency information regarding the citizenship or immigration status, lawful or unlawful, of an individual pursuant to federal law.

Miscellaneous Provisions

The Attorney General must consult with appropriate stakeholders and develop and adopt model policies to ensure that all public schools, hospitals, and courthouses remain safe and accessible to all Maryland residents, regardless of immigration status. All public schools, hospitals, and courthouses must establish and publish policies that limit immigration enforcement on their premises to the fullest extent possible consistent with federal and State law.

In order to ensure that eligible individuals are not deterred from seeking services or engaging with State agencies, the bill requires all State agencies to review their confidentiality policies and identify any changes necessary to ensure that information collected from individuals is limited to that which is necessary to perform agency duties, as specified. Any necessary changes to those policies must be made as expeditiously as possible, consistent with agency or department procedures.

Any agreement in existence on the bill's effective date that makes any governmental database available in conflict with the bill's provisions is declared null and void as of the bill's effective date.

The bill also establishes that its provisions are severable, and that if any provision of the bill or its application is held invalid for any reason in a court of competent jurisdiction, the invalidity does not affect other provisions or any other application that can be given effect without the invalid provision or application.

Current Law/Background: While immigration is controlled by federal law, the Department of Homeland Security (DHS) and the U.S. Immigration, Customs, and Enforcement Division (ICE) have initiated numerous programs that involve state and local law enforcement agencies as allies and additional resources. For example, DHS's Priority Enforcement Program (PEP) was established in 2014 to enable DHS to work with state and local law enforcement to take custody of individuals who pose a danger to public safety before those individuals are released. Under the PEP program, after an individual was arrested and booked for a criminal violation, state and local law enforcement officers would send data to ICE so that ICE could determine whether the individual was a priority for removal, consistent with the DHS enforcement priorities. Under PEP, ICE would seek the transfer of a removable individual when that individual had been convicted of a specified

offense, had intentionally participated in an organized criminal gang to further the illegal activity of the gang, or posed a danger to national security.

Pursuant to an Executive Order dated January 25, 2017, President Trump directed the Secretary of DHS to immediately take all appropriate action to terminate PEP and instead reinstitute the Secure Communities program. Under this program, launched in March 2008, participating correctional facilities would submit the fingerprints of arrestees into traditional criminal databases and immigration databases, such as the U.S. Visitor and Immigrant Status Indicator Technology Program and the Automated Biometric Identification System. If the database indicated that the arrestee matched a record for an individual with an immigration violation, ICE and local law enforcement would automatically be notified. ICE would then review the case and the arrestee's immigration status and determine what action it wished to take. In some instances, ICE would issue a detainer.

Another initiative, authorized under Section 287(g) of the Immigration and Naturalization Act, allows the Secretary of Homeland Security to enter into written agreements to delegate limited immigration enforcement authority to state and local law enforcement officers. The local detention centers in Frederick and Harford counties participate in the 287(g) program.

Despite the President's increased focus on undocumented immigrants, federal law still does not mandate that state and local law enforcement agencies become involved in immigration efforts. The Office of the Attorney General of Maryland issued a letter of advice in the fall of 2013 pertaining to immigration detainers. Such detainers are notices sent from ICE to state or local law enforcement agencies that request the agency to continue to hold the person named in the detainer for up to 48 hours past the date that the individual is otherwise eligible for release. The letter noted that relevant federal regulations specify that the detainer is a *request* that a state or local agency advise DHS, prior to the detainee's release, in order for DHS to arrange to assume custody in situations in which gaining immediate physical custody is impracticable or impossible. The letter advised that state and local jurisdictions may exercise discretion when determining how to respond to individual immigration detainers.

Additional Information

Prior Introductions: SB 554 of 2014, a similar bill, received an unfavorable report from the Senate Judicial Proceedings Committee. Its cross file, HB 29, received a hearing in the House Judiciary Committee but was subsequently withdrawn.

Cross File: HB 1362 (Delegate Morales, *et al.*) - Judiciary.

Information Source(s): Charles County; Maryland Association of Counties; Maryland Municipal League; Office of the Attorney General; Judiciary (Administrative Office of the Courts); Maryland State Department of Education; Baltimore City Community College; University System of Maryland; Morgan State University; St. Mary's College of Maryland; Department of General Services; Department of Natural Resources; Department of Public Safety and Correctional Services; Maryland Department of Transportation; U.S. Department of Homeland Security; Department of Legislative Services

Fiscal Note History: First Reader - February 20, 2017
fn/hlb

Analysis by: Jennifer K. Botts

Direct Inquiries to:
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SENATE BILL 995

A2

71r0909
CF 71r0829

By: **Senator Rosapepe**

Introduced and read first time: February 3, 2017

Assigned to: Education, Health, and Environmental Affairs

A BILL ENTITLED

1 AN ACT concerning

2 **Prince George's County – Alcoholic Beverages – Class BLX License – Movie**
3 **Theaters**

4 FOR the purpose of authorizing the Prince George's County Board of License
5 Commissioners to issue a Class BLX (on-premises) beer, wine, and liquor license for
6 use in a movie theater with average daily receipts from the sale of certain food that
7 exceed the average daily receipts from the sale of alcoholic beverages; establishing
8 the hours for sale under the Class BLX movie theater license; making certain
9 conforming changes; and generally relating to the issuance of Class BLX beer, wine,
10 and liquor licenses for use in movie theaters.

11 BY repealing and reenacting, without amendments,
12 Article – Alcoholic Beverages
13 Section 26–102
14 Annotated Code of Maryland
15 (2016 Volume and 2016 Supplement)

16 BY repealing and reenacting, with amendments,
17 Article – Alcoholic Beverages
18 Section 26–1606, 26–1616, and 26–2004(f)
19 Annotated Code of Maryland
20 (2016 Volume and 2016 Supplement)

21 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
22 That the Laws of Maryland read as follows:

23 **Article – Alcoholic Beverages**

24 26–102.

25 This title applies only in Prince George's County.

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 26–1606.

2 (a) Except as provided in subsection (b) of this section **AND § 26–1616 OF THIS**
3 **SUBTITLE**, the Board may not issue a license for use on the site of a movie theater.

4 (b) This section does not prohibit the issuance of a Class B–DH (drafhhouse)
5 license for use on the site of a drafhhouse, as defined in § 26–1007 of this title.

6 26–1616.

7 (a) There is a Class BLX license.

8 (b) (1) The Board may issue the license for use in:

9 (I) a luxury–type restaurant, as defined in regulations of the Board,
10 that has:

11 [(i)] 1. a minimum capital investment of \$1,000,000 for a dining
12 room facility and kitchen equipment, not including the cost of the land, building, or lease;
13 and

14 [(ii)] 2. seating for at least 100 individuals; OR

15 (II) **A MOVIE THEATER WITH AVERAGE DAILY RECEIPTS FROM**
16 **THE SALE OF FOOD, EXCLUDING CANDY AND POPCORN, THAT EXCEED THE AVERAGE**
17 **DAILY RECEIPTS FROM THE SALE OF ALCOHOLIC BEVERAGES.**

18 (2) If the criteria under paragraph [(1)] **(1)(I)** of this subsection are met,
19 the Board may issue or transfer one Class BLX **RESTAURANT** license on behalf of:

20 (i) the county;

21 (ii) the Maryland–National Capital Park and Planning Commission;
22 or

23 (iii) a private concessionaire under contract with:

24 1. the county; or

25 2. the Maryland–National Capital Park and Planning
26 Commission.

27 (3) The Board may determine:

28 (i) the number of licenses to be issued;

1 (ii) to whom the license may be issued; and

2 (iii) whether a holder of an alcoholic beverages license may have an
3 interest in one Class BLX license.

4 (4) The license authorizes the license holder to sell beer, wine, and liquor
5 for on-premises consumption.

6 (c) (1) Subject to paragraphs (2) and (3) of this subsection, a person may not
7 hold more than 10 Class BLX licenses.

8 (2) The Board may issue:

9 (i) a fifth license to a license holder only if the date of application for
10 the fifth license is at least 1 year after the date the license holder was issued the fourth
11 license; and

12 (ii) a sixth license only if the date of application for the sixth license
13 is at least 1 year after the date the license holder was issued the fifth license.

14 (3) In determining whether to issue a fifth, sixth, seventh, eighth, ninth, or
15 tenth license to a single license holder, the Board:

16 (i) shall consider the number of licensed establishments existing in
17 the area surrounding the site of the proposed licensed establishment; and

18 (ii) may issue an additional license only if the Board determines that
19 the proposed licensed establishment will enhance the recreational, business, and economic
20 development of the area.

21 (d) The profit realized from the sale of an alcoholic beverage under a license
22 issued under subsection (b)(2) of this section may be for the use and benefit of the license
23 holder.

24 (e) The annual license fee is \$3,875.

25 26-2004.

26 (f) (1) **(I)** Subject to paragraph (2) of this subsection, the holder of a Class
27 BLX RESTAURANT license may sell beer, wine, and liquor for on-premises consumption
28 from 6 a.m. to 2 a.m. the following day.

29 **(II) THE HOLDER OF A CLASS BLX MOVIE THEATER LICENSE**
30 **MAY SELL BEER, WINE, AND LIQUOR FOR ON-PREMISES CONSUMPTION ONLY**
31 **DURING THE HOURS THAT MOVIES ARE SHOWN IN THE MOVIE THEATER.**

1 (2) A **CLASS BLX RESTAURANT** license holder may not sell beer, wine, or
2 liquor for on-premises consumption:

3 (i) except as provided in § 26–2005 of this subtitle, from 2 a.m. to 6
4 a.m.; or

5 (ii) at a bar or counter on Sunday, from 6 a.m. to 2 a.m. the following
6 day, unless the Sunday is December 24 or December 31.

7 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July
8 1, 2017.

Petition to Greenbelt City Council

02/13/2017

I am requesting that City Council expand the number of citizen-members to serve on the Advisory Committee on Trees to: 7 or 9 members, from the current number of 3 members.

In light of the recent removal of the majestic willow oak near the library last week, and the cutting down of many trees under or near utility lines and along the city's streets over the past year; more citizens need and want to be involved in the city's tree policy. Having just a 3 member committee limits Greenbelt citizens input and involvement in issues pertaining to the removal of the city's trees, and the types of trees planted throughout the city. Its not right to allow just three com. members such influence and decision making with respect to our trees.

Trees were and are a major part of the legacy of *Green-belt*. Our city has been designated a 'tree city'. Tree policy is too important to be limited to the decision making of just three members of an advisory committee. As we know, citizen involvement is essential to a healthy, viable and democratic functioning of our city. Allow the residents of Greenbelt a larger voice on this important advisory committee by expanding this committee to 7 or 9 members.

Thank you.

- *Robert Snyder*

Rec. 2-13-17.

OFFICIAL NOTICE

Pursuant to Section 26-1803 of the Alcoholic Beverage Article of the Annotated Code of Maryland, notice is hereby given that all alcoholic beverage licenses in Prince George's County will expire as follows:

Class A, Licenses expire on April 30th

Class B, Licenses expire on May 31st

Class C, Licenses expire on June 30th

Class D, Licenses expire on June 30th

In order to process a protest against the granting of the 2017-2018 License Renewal, a protest notice must be submitted to the Board of License Commissioners no later than March 1, 2016.

Protest of a renewal shall be filed on or before March 1, 2017 at the Board of License Commissioners, 9200 Basil Court, Suite 420, Largo, Maryland 20774.

Should you have any questions, please contact the Board's Office at 301-583-9980.

BOARD OF LICENSE COMMISSIONERS
(LIQUOR CONTROL BOARD)
SHAIHI MWALIMU, VICE CHAIRMAN
EARL J. HOWARD, COMMISSIONER
KENNETH J. MILES, COMMISSIONER

Attest:

Kelly E. Markomanolakis
Administrative Assistant
January 31, 2017